DOCUMENT RESUME

ED 050 459 EA 003 459

TITLE	Teacher Tenure and Contracts. A Summary of State Statutes. School Law Series.
INSTITUTION	National Education Association, Washington, D.C.
REPORT NO	RR-1971-R3
PUB DATE	71
NOTE	96p.
AVAILABLE FROM	Publications Sales Section, National Education Association, 1201 Sixteenth Street, N.W., Washington, D. C. 20036. (Stock No. 435-25468, $2.00, quantity discounts)
EDRS PRICE	EDRS Price MF-$0.65 HC Not Available from EDRS.
DESCRIPTORS	Contracts, Educational Legislation, School Law, *State Laws, *State Legislation, *State Surveys, *Teacher Employment, *Tenure

ABSTRACT

This report contains a State-by-State summary of statutory tenure provisions for teachers and other school personnel. In those States where tenure legislation is not statewide, or where no tenure laws have yet been passed, other statutory provisions that bear on the duration of employment have been summarized. All reported enactments through September 30, 1970 are included, and citations to appropriate State codes are given. A tabular listing shows the type of tenure and contract provisions in effect in each State. (JF)

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School Law Series

RESEARCH REPORT 1971-R3

Teacher Tenure and Contracts

A Summary of State Statutes

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Research Report 1971-R3: *TEACHER TENURE AND CONTRACTS*

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Subscription Rate: One-year subscription to NEA Research Division Reports, $18; send inquiries to NEA Records Division.

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FOREWORD

EMPLOYMENT SECURITY for teachers and protection against unfair dismissal has long been the concern of the National Education Association. In this regard, the NEA and its state and local affiliates continue to work for the enactment of and the improvement of state laws that would guarantee to teachers rights to adequate notice, statement of charges, and a fair hearing under due process concepts when dismissal or demotion is proposed. In carrying on this activity there is a need on a national scale for current information on the prevalence and substance of teacher tenure laws; this report is designed to meet this need.

This report compiles in summary form the provisions of teacher tenure laws in states where such legislation now exists as well as provisions of laws that control the duration of employment contracts of teachers in nontenure states. This compilation, which contains information as of September 30, 1970, is a continuation of a series on these laws first begun by the NEA Research Division in 1954 and revised periodically since then.

This latest revision was prepared by Jeanette G. Vaughan, Senior Staff Associate, under the direction of Frieda S. Shapiro, Assistant Director, NEA Research Division.

Glen Robinson
Director, Research Division

INTRODUCTION

This compilation is a state-by-state summary of statutory tenure provisions relating to teachers and other professional school personnel. In those states where tenure legislation is not state-wide or where no tenure laws have yet been passed, other statutory provisions pertaining to contracts that bear on the duration of employment have been summarized. All reported enactments through September 30, 1970, are included, and citations to the appropriate state codes are given.

The material covered here is a continuing information series of the NEA Research Division which during the past decade was prepared in loose leaf form and revised periodically as warranted by legislative changes.

The tabular listing on page 7 shows at a glance the type of tenure and contract provisions in effect in each state as of September 30, 1970.

Definitions of the Classifications Used

State laws differ in terminology from one state to another, even though the subject matter of the legislation is the same and the objectives are similar. In this respect, tenure laws are no exception. As to title alone, for example, enactments containing tenure provisions may be called tenure, continuing contract, continuing status, civil service, or fair dismissal laws. On the other hand, statutory provisions in some states, while designated as continuing contract laws, in reality afford no tenure protection at all.

In view of the substantive differences found in the statutes, the three categories into which the laws covered in this compilation have been classified rest on these definitions:

Tenure law—This type of law is one which (a) provides for continuing employment of teachers who under its terms have acquired permanent or tenure status, and (b) requires school boards to comply with prescribed procedural provisions of notice, statement of charges, and right to a hearing before a tenure teacher can be dismissed, or before nonrenewal of the teacher's contract of employment can be effective.

It should be mentioned that under the stated definition placement of the laws of some states, as for example, North Dakota and South Dakota, into the tenure law category is not free of difficulty. Nevertheless, there were enough elements in the questioned laws to resolve the doubts in favor of grouping them with tenure laws rather than in the classification described next.

Continuing contract law of the spring notification type—This type of law requires only that the teacher be given advance notice of nonrenewal of his employment contract. Generally there is no requirement that the teacher be apprised of the reasons for the action taken by the school board. Under its provisions, unless the board notifies the teacher to the contrary by the date specified in the statute, the contract is deemed to be automatically renewed for the succeeding school year. A basic difference between this type of law and a tenure law is the notable absence of essential provisions respecting notice, statement of charges, and right of hearing before the teacher's employment can be terminated.

Annual or long-term contracts—These provisions deal only with the period for which a contract may be entered into between the school board and the teacher. There are five states where neither tenure laws nor continuing contract laws of the spring notification type are in effect, except for one state where local tenure laws cover three counties. In three of these states, the statutes are silent on the permissible length of the contract term; annual contracts are expressly authorized by law in one state, and in another, long-term contracts are permitted.

Judicial Decisions

While rights to notice, statement of charges, and to a hearing with procedural safeguards are prescribed for tenure teachers by statute, attention is directed to recent significant judicial decisions that are according substantive and procedural due process rights of nontenured teachers despite the absence of statutory protection.

Among these decisions are two handed down in 1970 by the U.S. District Court for the Western District of Wisconsin[a]. This court held in the first case that a professor in a public university, and in the second case, that "a teacher in a public elementary or secondary school is protected by the due process clause of the Fourteenth Amendment against a nonrenewal situation which is wholly without basis in fact and also against a decision which is wholly unreasoned, as well as a decision which is impermissibly based (such as race, religion, or exercise of First Amendment rights)".[b] This court held further that nontenured teachers are entitled to a fair procedure to determine whether legitimate grounds for nonrenewal exist; and that minimum requirements of procedural due process include a statement of reasons for considering nonrenewal, adequate notice of hearing at which the teacher may respond to the stated reasons, and an actual hearing if the teacher appears at the appointed time and place, at which he must have a reasonable opportunity to submit evidence relevant to the stated reasons.

Digests of the recent decisions dealing with the rights of nontenured teachers within the constitutional context of substantive and procedural due process, as well as judicial decisions interpreting tenure and contract statutes appear in *The Teacher's Day in Court,* an annual publication of the NEA Research Division. Interested readers should consult that publication.

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[a] *Roth v. Board of Regents of State Colleges,* 310 F. Supp. 972 (1970); *Gouge v. Joint School District* No. 1, 319 F. Supp. 984 (1970).

[b] *Gouge v. Joint School District* No. 1 at 991.

TYPE OF STATE TENURE OR CONTRACT PROVISIONS IN EFFECT, SEPTEMBER 30, 1970

1. STATES WITH TENURE LAWS

State-wide without exception

Alabama
Alaska
Arizona
Arkansas
Colorado
Connecticut [a]
Delaware
District of Columbia
Florida [b]
Hawaii
Idaho
Illinois
Indiana
Iowa
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Missouri
Montana
Nevada
New Hampshire
New Jersey
New Mexico
North Dakota
Ohio
Oklahoma
Pennsylvania
Rhode Island
South Dakota
Tennessee
Virginia
Washington
West Virginia
Wyoming

Less than state-wide—exceptions noted

California:	Optional in districts with average daily attendance under 250 pupils.
New York:	Certain rural districts not covered.
Texas:	Law is permissive; all districts have the option of coming under the tenure provisions.

In certain places only

Georgia:	DeKalb, Fulton, and Richmond Counties
Kansas:	Kansas City, Topeka, and Wichita
Nebraska:	Lincoln and Omaha
Oregon:	Districts with average daily attendance of 4,500 or more, and districts where tenure was in effect on August 24, 1965
Wisconsin:	County and city of Milwaukee

2. STATES WITH CONTINUING CONTRACT LAW OF SPRING NOTIFICATION TYPE

State-wide

North Carolina

Less than state-wide—exceptions are tenure areas listed above

Kansas
Nebraska
Oregon
Wisconsin

3. ANNUAL OR LONG-TERM CONTRACTS

Georgia (except for three tenure areas)
Mississippi
South Carolina [c]
Utah [c]
Vermont [c]

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[a] Special local tenure laws govern certain cities.
[b] Special local tenure laws govern certain counties.
[c] Statutes silent on permissible length of contract term.

ALABAMA

Reference: *Code of Alabama* (Recompiled 1958). Title 52, Chapter 13, secs. 351 to 361.

Coverage—State-wide; covers teachers, principals, and supervisors. *Note:* Certain counties were formerly exempted from the state tenure law, and covered under local acts. In 1968, a federal district court in *Alabama State Teachers Association v. Lowndes County Board of Education* (289 F.Supp. 300) declared these local laws to be unconstitutional.

Probationary service—Three years in same county or city school system, and re-employment for fourth year. A tenure teacher appointed to the position of principal or supervisor must serve three years in such position before acquiring tenure as principal or supervisor. Notice must be given by the last day of the term if the teacher is not to be re-employed for the ensuing year; the teacher is deemed to have accepted unless notice is given to the board by June 15.

Tenure Provisions

The provisions of the law refer to "continuing service status." Salary changes may be made in accordance with the general salary schedule. Transfers are authorized, to be without loss of status or violation of contract and not for political or personal reasons. The teacher may demand a hearing on the proposed transfer. Reorganization of school districts shall not jeopardize the tenure status of teachers involved. The legislature or a local board may retire teachers at certain ages.

Causes for dismissal—Incompetency, insubordination, neglect of duty, immorality, justifiable decrease in number of teaching positions, other good and just cause, but not political or personal reasons. If justified, immediate suspension may be made.

Notice, hearing, and appeal—Notice of contemplated dismissal of a permanent teacher is to be given not less than 20 or more than 30 days before hearing date. A copy of reasons must accompany the notice. The teacher must file intention to contest dismissal at least five days before the date set for the hearing. The hearing shall be public or private at the option of the teacher. At the hearing the teacher may appear with or without counsel and be heard, presenting testimony of witnesses and other evidence. Right is given to subpoena and cross-examine witnesses.

After the hearing, a majority vote of the board is necessary for dismissal. The board may defer decision for not more than five days. The decision of the board is final unless arbitrarily unjust or failing to follow statutory procedure.

The teacher has the right to appeal to the state tenure commission within 15 days. Copies of the record of the hearing before the school board must be supplied by the board to the teacher and the tenure commission. Hearing on appeal must be set within 40 days of the board's decision, with five days' advance notice to the teacher of the time and place. The commission considers the case on the record of the proceedings before the school board. Decision on the validity of the board's action must be rendered within five days of the hearing by a majority vote. Action of the state tenure commission is final and conclusive. Mandamus is permitted, to determine whether the commission complied with statutory provisions or acted unjustly. No action at law for damages for breach of contract is permitted.

Other provisions—The teacher may not resign during the school term or for 45 days before the opening of the term; otherwise, with five days' notice in writing. Violation of this provision is deemed unprofessional conduct; the state superintendent is authorized to revoke or suspend the certificate of such a teacher.

ALASKA

Reference: *Alaska Statutes.* Title 14, secs. 14.20.130–14.20.210.

Coverage–State-wide; covers teachers, counselors, and administrators holding standard certificates who are employed by school districts or in the state-operated school system.

Probationary service–Continuous employment for two full school years in the school district and re-employment for the following school year.

A teacher must be notified of nonretention, otherwise re-employment is automatic for the next school year. The right to be re-employed expires if the teacher fails to accept a contract or re-employment within 30 days after its receipt.

Nonretention or dismissal of probationary teachers–A probationary teacher is subject to nonretention at the expiration of his contract for any cause which the board deems adequate. Written notice of nonretention must be given on or before the last day of the school term. Upon request, the teacher is entitled to a written statement of the cause for nonretention and to a hearing under the same provisions as outlined for tenure teachers, except that the probationary teacher is not entitled to a judicial review.

Causes for dismissal of a probationary teacher during the school year and hearing procedures in dismissal cases are the same as for tenure teachers.

Tenure Provisions

Tenure rights become effective on the first day the teacher performs teaching services in the district in the year following the probationary period. A tenure teacher has the right to employment within the district during continuous service. A tenure teacher may agree to a new contract at any time. If the teacher fails to agree to a new contract, the previous contract is continued. Continuation of the contract does not affect the alteration of salary in accordance with the salary schedule prescribed by state law or in accordance with the adopted local salary schedule applicable to all teachers within the district; nor does it limit the right of the board to assign a teacher to any teaching, administrative, or counseling position for which he is qualified and to assign a teacher to any school in the district as is reasonably necessary. Superintendents may be given a contract for more than one year but not more than three consecutive school years.

Tenure is lost when the teacher reaches age 65 or if employment in the district is interrrupted or terminated.

Notice of nonretention must be given the tenure teacher before March 16.

Causes for nonretention or dismissal–Incompetency, immorality, and substantial noncompliance with school laws and regulations. Definitions of these causes are included in the statute. Teachers are also subject to nonretention for decrease in enrollment.

Notice and hearing–Notification of dismissal of a probationary teacher, or of nonretention or dismissal of a tenure teacher must include a statement of cause and a complete bill of particulars. Within 15 days after receipt of the notice, the teacher may make a written request for a hearing before the school board. If the teacher is employed by the State Department of Education, the hearing is to be held before an appeal panel consisting of the commissioner and two members of the state board.

In his written request for a hearing, the teacher may require that the hearing be public or private, the hearing be under oath or affirmation, he have the right to cross-examination, be represented by counsel, and have the right to subpoena any person making charges against him. Upon receiving the request, the board shall immediately arrange for a hearing, and notify the teacher of the place, time, and date. A record of the hearing must be kept and a copy furnished for cost upon the teacher's request. Final decision of the board requires a majority vote of the membership by roll call. The written decision must contain specific findings of fact and conclusions of law. The teacher must receive written notification of the board's decision within 10 days of the date of the decision.

Judicial review–A tenure teacher is entitled to a de novo trial in the superior court in the event the decision of the local board or appeal panel (in case of a teacher employed by the state board of education) is unfavorable. This review provision applies also to probationary teachers who are dismissed during the school term, but not to probationary teachers who are not re-employed at the end of the school term.

Suspension—A probationary or tenure teacher may be suspended temporarily with regular compensation during a period of investigation to determine whether or not cause exists for the issuance of a notification of dismissal under the terms of the law.

Other provisions—School districts may adopt teacher tenure regulations not in contravention of state law or state board of education rules and regulations.

ARIZONA

Reference: *Arizona Revised Statutes Annotated.* Title 15, secs. 251 to 260.

Coverage—State-wide; covers full-time classroom teachers employed by school districts or in accommodation schools operated by counties, principals who devote not less than half time to classroom teaching, and supervisors.

Probationary service—Three years and re-employment for the fourth year for any school year commencing in September 1950 or thereafter. A major portion of a school year is considered equivalent to a full year of employment. Renewal of a contract of a probationary teacher is automatic unless terminated on or before March 15. The teacher must indicate acceptance of the contract within 30 days after receipt.

Tenure Provisions

Provisions of the law refer to continuing contracts. The contract of a continuing teacher is automatically renewed unless terminated on or before March 15; the teacher's acceptance must be indicated within 30 days of its receipt.

The board has the right to reduce salaries or to dismiss teachers to effectuate economies, or to improve efficient conduct and administration of the schools, but all salary reductions shall be in accordance with a general salary reduction applied equitably to all teachers of the district. Notice of reduction shall be given not later than May 1. Teachers dismissed for economy or reduced enrollment have a preferred right of reappointment in the order of original employment in the event an increase in the number of teachers is made within three years.

Causes for dismissal—The law states that dismissal shall be for good and just cause, not for the religious or political beliefs or affiliations unless in violation of the oath of the teacher.

Notice, hearing, and appeal—At the time dismissal of a tenure teacher is recommended by the administrator to the school board, written notice must be given to the teacher specifying the cause. The board is required to set a hearing date and give the teacher five days' written notice of the time and place. At the hearing the teacher has the right to appear in person and by counsel, if desired, to present testimony and evidence or statements, either oral or in writing.

The board shall make its decision within 3 days after the hearing on whether there is good and just cause to dismiss the teacher and render its decision accordingly. The decision of the board shall be final unless the teacher appeals to the county court within 10 days after receiving the termination notice. The court shall hear the case *de novo* not less than 20 nor more than 40 days after the date of the filing of the appeal.

Suspension—A continuing teacher may be suspended by the same procedure as is prescribed for dismissal, but shall be paid full salary for the balance of the school term. If the suspension is made permanent, the contract shall be deemed terminated.

Other provisions—Resignations of probationary and continuing teachers are prohibited after contracts have been signed and returned unless approved by the school board. Violation of this provision is deemed an unprofessional act and may result in disciplinary action on recommendation of the board, including suspension or revocation of certificate, to be determined by the state board.

The tenure status of a teacher is preserved if the teacher transfers from a common school district to a high school district or vice versa, provided the districts have coterminous boundaries and a common board of trustees, and the board recognizes the previously established tenure of the transferred teacher.

The law is declared to be subject to amendment or repeal and not to create vested rights to continued employment.

ARKANSAS

Reference: *Arkansas Statutes 1947 Annotated* (1960 Replacement Volume). Sec. 80-1304; *Laws of 1970,* Chapter 74.

Coverage—All teachers in the state. *Teacher* is defined as any person employed by a school district in the state in a teaching, administrative, or supervisory capacity for which a certificate is required.

Probationary service—None. Local school boards may employ professional personnel by written contract for periods of time not to exceed three years. Such contracts may be renewed annually.

Tenure Provisions

The law is entitled a fair employment and dismissal practices act.

Notice and hearing—No causes for dismissal are set out in the law. If a local board decides to dismiss a teacher, written notice must be presented to the teacher during the contract period. In the case of nonrenewal of a teacher's contract, the teacher must be notified either during the contract term or within 10 days after the conclusion of the school year. The board may include in the notice a statement of reasons for the dismissal or nonrenewal; otherwise the teacher may file a written request for such statement within 10 days after receipt of the notice. The board must reply to the teacher's request within five days.

Within 30 days after receipt of the notice of dismissal or nonrenewal, the teacher may request in writing a hearing before the board. This hearing must take place no less than 5 nor more than 10 days after the request is received, except that the teacher and the board may agree in writing to a postponement of the hearing to a mutually agreeable date. The hearing is private unless one party requests that it be public. Both parties may be represented by counsel. The board may make and preserve a full record of the proceedings available to the teacher on request and must make the record if the teacher requests in writing at least 24 hours prior to the hearing. In either case the record is to be made at the expense of the school board and the teacher furnished a copy free of charge.

It is not necessary that the teacher request a hearing as a prerequisite to seeking any remedy at law or at equity that may be available.

Other provisions—Quitting or refusing to teach without just cause and entering into a contract with another district makes the teacher liable to the suspension of his certificate for the remainder of the original contract period.

CALIFORNIA

Reference: *California Education Code:* Sec. 13304-13337; 13402-13449; 856.

Coverage—State-wide; but provisions differ for school districts of different sizes, as noted. Administrators do not gain permanent tenure except as teachers; teachers promoted to administrative positions retain classification as permanent teachers. Teachers of classes for adults are covered according to service per hour per week, but tenure provisions do not apply to teachers assigned to 10 or fewer hours in adult education classes in school districts with 400,000 average daily attendance (Los Angeles).

Probationary service—Three years and re-election for fourth consecutive year in districts of any type or class or in schools or classes maintained by a county superintendent with average daily attendance of 250 or more. In districts with 60,000 or more average daily attendance, tenure may be granted after two years' probation and re-election. In districts under 250 average daily attendance, employees who have served three years may be classified as permanent or continued on a year-to-year basis. Every certificated employee in school districts having an average daily attendance under 250, and every certificated employee of any school district serving in a position requiring a supervision or administrative credential may be offered a continuing contract for a period longer than one year but not to exceed four years.

A person employed in an administrative or supervisory position under a contract for a four-year term of employment, gains permanent tenure as a classroom teacher if the school board determines prior to May 15 of the third year under such four-year contract to classify him as permanent.

Any service under a provisional certificate does not count toward tenure. Service for at least 75 percent of the school year constitutes a complete year of probationary service, but summer-school service may not be counted. Service as an instructor in classes conducted under contract with public or private agencies may be counted toward the fulfillment of the probationary period if the teacher was previously employed on a probationary basis in a regular educational program of the school district. After appointment as a probationary teacher, the previous year's service as a substitute may be counted as part of the probationary period, but this provision does not apply to school districts governed by the same board whose combined average daily attendance exceeds 400,000.

If a permanent teacher resigns and is re-employed by the school district within 39 months after his last day of service, the break in employment must be disregarded and the teacher must be restored to permanent status. Time spent in military service does not count as part of the 39-month period. If a permanent teacher is granted a leave of absence and transfers to another district under the same administrative supervision as the district from which he is on leave, he may acquire permanent tenure in the district to which he transferred if he is employed there a second year; his permanent classification in the district from which he transferred then expires. High-school teachers classified on tenure while serving as junior-college teachers shall be classified as tenure teachers in the event the junior-college district is included in the high-school district.

Dismissal of probationary teachers—Probationary teachers may be dismissed during the school year for cause only, as in the case of permanent teachers. Non-re-employment of probationary teachers at the end of the school year may be for cause only—a cause related to the welfare of the schools and the pupils thereof. The causes for dismissal are not restricted to those specified for permanent teachers. The board's determination as to the sufficiency of the cause shall be conclusive and is not subject to court review.

The board must give written notice to the probationary teacher by May 15 if he is not to be re-employed for the ensuing year. Prior to formal board action of such non-re-employment, the superintendent (or if there is none, the clerk or secretary of the governing board) must notify the teacher in writing by March 15 that he is not being recommended for re-employment and state the reasons. If a probationary employee has been in the employ of the district for less than 45 days on March 15, the giving of such notice may be deferred until the 45th day of employment and all the time periods and deadline dates are coextensively extended. The teacher is entitled to a hearing if he makes written request therefor which shall not be less than seven days after the date on which the notice is served on the teacher. The hearing is to be conducted by a hearing officer who shall prepare a proposed decision containing findings of facts and a determination as to whether the charges sustained by the evidence are related to the welfare of the schools and the pupils. The proposed decision shall not contain a determination as to the sufficiency of the cause or a

recommendation as to the disposition of the case. This is left to the governing board. The proposed decision must be submitted to the governing board on or before May 7, and the teacher must be notified of the board's decision by May 15. All expenses of the hearing including the cost of the hearing officer must be paid by the school district.

In the event the school board dismisses or fails to rehire a probationary teacher, it must transmit to the state department of education on or before September 1 of the next succeeding school year a statement of reasons for its actions. This statement must be an exact copy of the statement of causes or reasons for dismissal furnished the teacher. Such information is to be treated as confidential matter by the state department of education, and shall be referred to only in order to prepare a descriptive and statistical analysis of causes or reasons for dismissal or failure to rehire for an annual report to the state legislature.

Tenure Provisions

Permanent status ceases at age 65; thereafter employment is from year to year at the discretion of the governing board. A teacher dismissed after age 65 will be considered to have retired on disability if ineligible for full retirement.

In case of decreased enrollment or abolishment of a particular kind of service, no permanent teacher may be dismissed so long as a probationary teacher or a permanent teacher of less seniority is retained, and notice must be given by May 15. Permanent employees so dismissed have a preferred right to reappointment for three years, unless age 65 by that time, and in order of original employment. These rights may be waived by the teacher without prejudice for not more than one school year unless the board extends the right. If the teacher is reappointed, the period of absence is treated as leave. During his absence the teacher has a right to prior opportunity for substitute service at his former salary.

Causes for dismissal—Immoral or unprofessional conduct; commission of, or aiding or advocating the commission of, acts of criminal syndicalism; dishonesty; incompetency; evident unfitness for service; physical or mental condition unfitting a teacher to instruct or associate with children; persistent violations of or refusal to obey school laws or reasonable regulations of the board or the state board; conviction of a felony or of any crime involving moral turpitude; advocating or teaching communism with intent to indoctrinate pupils; present membership in the Communist Party; or refusal to answer questions by the school board or legislative investigating committees concerning Communist party membership or present personal advocacy of the violent overthrow of the government of the United States, or of any state.

Suspension—The teacher may be suspended immediately if the charge is immoral conduct, conviction of a felony or any crime involving moral turpitude, advocating or teaching communism, present membership in the Communist Party, or refusal to answer questions relating thereto before the board or investigating committees. There also may be immediate suspension if the charge against the teacher is incompetency due to mental disability, but before this may occur, the teacher must be examined by a psychiatrist whose report must be furnished to the teacher upon request. The teacher may have his own psychiatrist at the examination, and his report must be accepted by the board for filing. Any employee charged with a sex offense as defined in Section 12912 shall immediately be placed on compulsory leave of absence.

Notice of dismissal—Charges may be filed by any person or by the board. Thirty days' written notice with statement of charges must be given personally or by registered mail, but no notice is permitted between May 15 and September 15.

Any written statement of charges of unprofessional conduct or incompetency must specify the instances of behavior and the acts or omissions constituting the charge, including the statutes and rules alleged to have been violated and the facts relevant to each occasion, to enable the teacher to prepare his defense. The board may not act on charges of unprofessional conduct or incompetency unless during the preceding term and at least 90 days before the filing of charges, the board or its representative has given the teacher written notice of unprofessional conduct or incompetence, specifying the nature of the charges with such specific instances of behavior and with such particularity as to furnish the teacher opportunity to correct faults and overcome the grounds of such charge. Unprofessional conduct and incompetency as used here does not include any other cause specified for dismissal.

No report on a teacher's fitness in a dismissal proceeding shall be received from a state-wide professional organization by a school board, unless prior to the preparation of the report in final form, the teacher had

the opportunity to submit in writing his comments thereon and unless the teacher is given a copy of the final report at least 10 days before its submission to the board. Such a report shall not be distributed other than to the board and those persons participating in its preparation, unless and until the teacher's dismissal is affirmed by the superior court or the teacher does not demand a hearing.

Hearing and appeal—The teacher notified of dismissal has 30 days to demand a hearing. If a hearing is demanded, the board, unless it rescinds its action, must file the complaint in superior court, asking the court to inquire into the charges and to determine whether they are true and whether they constitute sufficient grounds for dismissal. The complaint must be filed within 30 days of the teacher's demand for a hearing. The teacher must answer the summons within 10 days. The court may appoint referees to examine the facts and report findings to the court.

Notice of trial or hearing must be given five days before the date set. The hearing is to be public except upon stipulation of the parties. The teacher has the right to be represented by counsel and introduce evidence at the trial or hearing. Witnesses are to be examined under oath. Subpoenas are to be issued by the clerk of the court. Technical rules of evidence shall not apply to hearings before referees. At the trial or hearing no evidence may be introduced relating to matters which occurred more than three years before the date of filing the complaint, except records, but no judgment shall be permitted to rest solely on records.

Referees must report to the court within 30 days of appointment, but the time may be extended for good cause. Transcripts of the hearing are to be furnished the parties. The court sets the day for the hearing of the referees' report within 15 days after referees file report. Notice is to be given the parties at least five days before the date set. The court may hear new evidence.

At the trial, either party or the court may call and examine expert witnesses to testify as to matters of professional or personnel standards, skill, fitness, competency, performance, or other such professional matters as may be involved in the case. Any expert witness called shall be examined as to his competence and qualifications as an expert, and as to his bias, and shall be subject to objection on these matters.

After the trial, or after hearing the report of the referees, the court shall determine whether the board may dismiss the employee. In the case of physical or mental disability, the court judgment may require leave of absence rather than dismissal, but leave is not to exceed two years.

The judgment of the superior court may be appealed by either the employee or the board.

COLORADO

Reference: *Colorado Revised Statutes 1963.* Secs. 123-18-10—123-18-17.

Coverage—State-wide; covers all regularly certificated school employees, junior-college teachers, and those in adult education programs except superintendents; superintendents who are regularly required to spend an average of two-thirds or more of the regular school hours in the classroom are included as teachers.

Probationary service—Three years and re-election for fourth year. Service before enactment is counted. All nontenure teachers are to be notified by April 15 if they are not to be re-employed. Acceptance is presumed unless the teacher notifies the board to the contrary by April 15. Causes for dismissal during the school year and dismissal procedures are the same as for tenure teachers. A school board may grant tenure to any teacher who previously held tenure in the state without requiring the service of another probationary period.

Tenure Provisions

Permanent status exists during efficiency and good behavior. A teacher's salary cannot be reduced unless there is a general reduction in the salaries of all teachers in the district. Tenure ceases at age 65, but a year's notice is required before termination of employment; failure to give such notice extends tenure to a year beyond age 65. Procedure for dismissal is applicable also to forced retirement.

Reorganization does not affect tenure or probationary time served. When reduction in personnel is necessary, the contract of nontenure teachers in the teaching field shall be cancelled first.

Cause for dismissal—Physical or mental disability, incompetency, neglect of duty, immorality, insubordination, justifiable decrease in number of positions, conviction of a felony, or other good and just cause. No tenure teacher may be dismissed for temporary illness, leave of absence approved by the board, or for military service.

Notice, hearing, and appeal—Charges may be filed by any board member or chief executive officer of the district. If the board decides to review the charges, the teacher must be given written notice within seven days setting forth the basis for the contemplated termination of employment, together with a copy of the tenure law.

Within seven days of receipt of notice and statement, the teacher must request a hearing, or the right to a hearing is waived. The board may permit a hearing, if in its sole discretion, the teacher's failure to request a hearing was excusable.

The hearing is conducted by a panel composed of one member selected by the teacher, one member selected by the school board, and a third member selected by the first two who acts as chairman. No school director or school district employee may serve on the panel. The panel must be selected within 10 days after the request for a hearing, and the teacher must be given at least seven days' notice of the time and place of the hearing which must be held within 25 days after the selection of the panel.

The panel chairman may subpoena witnesses and do all other acts normally performed by an administrative hearing officer. Either the board or the teacher may request a private hearing, but findings of fact or recommendations may be adopted only in an open hearing. The teacher may appear with counsel, present evidence, and cross-examine opposing witnesses. All district records must be available to the teacher and the panel. Within 30 days after the panel is selected, the panel must submit to the teacher and the board a copy of its findings of fact and recommendations. The board must then notify the teacher of the time and place for review of the panel findings. The board has 30 days in which to dismiss or retain the teacher or place the teacher on a one-year probation.

The teacher may file an action for review of the board's decision by the court within 60 days of the board decision.

Other provisions—The teacher must notify the board before July 15 of any intention not to fulfill the obligations of his contract for the succeeding school year or give 30 days' notice during the same year. Violation may result in a charge of liquidated damages up to 1/12 of the annual salary, but not to exceed ordinary and necessary expenses of replacement. Violation also results in suspension of certificate.

A teacher may be transferred from one school, position, or grade level to another as long as he is qualified for the new position and there is no reduction in salary, except that a teacher who is occupying an executive or administrative position may be transferred with a reduction in salary for the following year, and a teacher who was being compensated for extra duties may receive a lower salary if no longer performing the extra assignments.

CONNECTICUT

Connecticut has a state-wide tenure law. In addition, special local tenure laws have been enacted for the cities of Bridgeport, Hartford, New Britain, New Haven, Stamford, and Waterbury. Summaries of the local laws follow the state law.

State-wide Law

Reference: *Connecticut General Statutes Annotated.* Title 10, sec. 10-151.

Coverage of state-wide law—All regularly certificated employees below the rank of superintendent or supervising agent, except that provisions of special acts applicable in designated towns shall take precedence over the state-wide provisions in the event of conflict. Certificated employees below the rank of superintendent in state institution schools are also included.

Probationary service—Three continuous years of employment and renewal of the contract for a fourth year. During the probationary period, teachers are to be employed by annual contracts renewable for the second, third and fourth years unless the teacher is notified by March 1 that the contract will not be renewed for the following year. For teachers who have already acquired tenure elsewhere in the state, the probationary period is 18 months. A teacher notified of nonrenewal of contract may file a written request within 10 days after receipt of notice for a written statement of reasons for the failure to renew and for a hearing. The hearing must be held within 15 days of request. At the hearing the teacher is entitled to appear with counsel and shall be advised of the reason or reasons for nonrenewal of the contract. A probationary teacher may be dismissed at any time during the term of his contract for the reasons enumerated below for the dismissal of tenure teachers.

Tenure Provisions

Beginning with the fourth year of continuous employment, or after 18 months of continuous employment by a teacher whose contract was renewed for a fourth year in another municipality or school district in the state, the teacher's contract shall be renewed from year to year. Tenure in the second town or school district is not acquired if before completing the 18 months of service, the teacher is notified in writing prior to March 1 that the contract will not be renewed for the following year, irrespective of how long the employment is to continue under the then existing contract beyond the date of the notification. Any teacher having had a contract renewed for the fourth year in any one state institution school who is subsequently employed in any other institution or any school district acquires tenure after 18 months of continuous employment, unless, prior to the completion of the eighteenth month, the teacher is given written notice of nonrenewal of his contract irrespective of its term before March 1. An institutional teacher is also ineligible for tenure after 18 months if for a period of five or more years immediately prior to such subsequent employment, the teacher has not been employed in any public school within the state.

The continuity of employment of a teacher employed by a board of education of a town is not affected by the establishment of a regional school district that includes that town, providing that the teacher is employed in the town during the school year immediately prior to or within which the regional school district is established.

Causes for dismissal—The contract of a teacher may not be terminated by the board except for inefficiency or incompetence, insubordination against reasonable rules of the board, moral misconduct, disability as shown by competent medical evidence, elimination of the position if no other position exists to which the teacher may be appointed if qualified, or other due and sufficient cause.

Notice, hearing, and appeal—Prior to dismissal the board shall give notice in writing that termination of the teacher's contract is under consideration; the teacher may request reasons in writing within five days after receipt of such notice, and the board shall furnish a written statement of the reasons within five days thereafter.

The teacher may file a written request for a hearing within 20 days of receipt of notice that contract termination is being considered. The hearing shall be held within 15 days of request, and shall be public if the teacher requests it or the board designates it. The teacher may appear with counsel. The board shall give the teacher its written decision within 15 days after the hearing together with a copy of the transcript of the proceedings, which is to be furnished without cost.

Within 30 days of receipt of the dismissal decision, the teacher has the right to appeal to the court of common pleas of the county or judicial district in which the school board is located. The appeal shall be heard by the court as soon as possible. The school board must file a complete transcript of the dismissal hearing and the entire record with the court. The court shall review the transcript and the record of the hearing, and shall allow any party to the appeal to introduce additional evidence if the court finds that additional testimony is necessary for an equitable disposition of the appeal. After a hearing on the appeal, the court may affirm or reverse the board's decision. No costs shall be allowed against the board unless it appears to the court that the board acted with gross negligence or in bad faith or with malice in making its decision.

Suspension—The board may suspend a teacher immediately when serious misconduct is charged, without prejudice to the rights of the teacher as otherwise provided.

Bridgeport

Reference: *Special Acts of the General Assembly, 1935.* No. 407, p. 261, as amended.

Coverage—Called city civil service; covers all school and other city employees, including the superintendent, except that the provisions regarding the selection of employees from civil service lists do not apply to elementary-school teachers.

Probationary service—Three to six months. Prior service is counted toward fulfillment of the probationary period.

Tenure Provisions

No dismissals or demotions except for just cause. A statement of reasons must be given when requested. Appeal to the civil service commission must be made within three days. The commission sets a date for the hearing to be held, not more than 30 days after the date of dismissal or demotion. Notice for the hearing is to follow the same procedure as for a court summons. The commission or a committee may conduct the hearing at which the employee has opportunity to be heard; representation by counsel is in the discretion of the commission. Testimony is to be taken under oath, and witnesses may be subpoenaed. A transcript of the hearing may be taken on order of the commission. An employee may be suspended for a maximum of 15 days but, if suspended for the second time within six months, he shall have the right to a hearing. If the employee is acquitted, the commission may order payment of salary for the period of suspension. Appeal from the decision of the commission is to the court.

Hartford

Reference: *Special Acts of the General Assembly, 1945.* No. 277, p. 683, as amended.

Coverage—All teachers (including special teachers) in the public day schools, principals, vice-principals, deans, supervisors, nurses, and directors of instruction.

Probationary service—Three years and re-election. Annual election during the probationary period, but probationary teachers may be dismissed at any time. A teacher whose contract was renewed for a fourth year in any other school district in the state and has been employed in any public school within the state in the previous five years shall receive tenure after 18 months of continuous employment in Hartford, unless the teacher is notified by March 1 that his contract will not be renewed for the following year.

Tenure Provisions

Causes for dismissal—Inefficiency, misconduct, or abolition of position; if the last named is the cause for dismissal, seniority rights must be observed.

Notice, hearing, and appeal—Notice must state reasons and be effective at least three months thereafter, except that a teacher may be suspended immediately in cases of serious misconduct. Appeal to the board of education must be made in writing within 30 days of notice and state the grounds for the appeal. The hearing is held before the majority of the board within 30 days of request. The hearing is to be public or private at the option of the teacher, who is entitled to appear with counsel. The decision of the board

must be made within 30 days, and shall be by majority vote, all members present voting. If the teacher is acquitted, he shall suffer no salary loss. Appeal may be taken to the court.

New Britain

Reference: *Special Acts of the General Assembly, 1949.* No. 180, p. 931.

Coverage—All certificated employees except the superintendent.

Probationary service—Teachers in service with three consecutive years of local service when the law was enacted in 1949 were granted tenure immediately. All others and those subsequently employed are required to serve a three-year probationary period, during which time they are to be automatically re-employed if not notified by March 1 that they will not be re-employed for the following school year. Reasons shall accompany such notice. Employment for the fourth consecutive year constitutes appointment on tenure. Probationary teachers must have a physical examination before February 1 of the third year of probationary employment.

Tenure Provisions

Causes for dismissal—Misconduct, immorality, subversive activities or teachings, gross inefficiency, physical or mental disability which substantially impairs capacity to perform normal duties of position, or elimination of position resulting from substantial decrease in enrollment or a change in curriculum or school organization. If the reason for dismissal is elimination of position, seniority rights shall be observed, and such teacher shall be placed upon a reappointment list for three years if he files written request by June 1 of each year to have his name retained on such list. A tenure teacher about to be dismissed is entitled to opportunity within 30 days to prove qualifications for another position. The board shall supply such teacher with a list of available positions. Permanent teachers re-employed shall not lose position on the salary schedule.

Notice, hearing, and appeal—Notice of dismissal shall be in writing and include charges. Within 30 days the teacher may request a hearing in writing. Within 10 days of receipt of the request the board shall fix the date for an open or private hearing at the option of the teacher. At the hearing the teacher may appear with or without counsel, may present evidence, and may examine and cross-examine all witnesses. Witnesses may be compelled to appear by subpoena. Stenographic record shall be taken of the hearing, and transcripts shall be available at cost. After evidence has been introduced, each party may argue the facts and the law in the case, either orally or by briefs. After the hearing, the board may dismiss the teacher by majority vote if the charges are supported by a preponderance of the evidence, but the burden of proof shall be on the board. The teacher may appeal to the court; if his dismissal is reversed, the teacher is entitled to reinstatement and payment of salary from date of dismissal.

New Haven

Reference: *Charter of the City of New Haven,* as amended by state legislature in 1914.

Coverage—Day-school teachers and principals other than high-school and trade-school principals.

Probationary service—Three years in day schools, at least two of which must be in New Haven. Prior service is counted. Annual elections during probationary period. Probationary teachers may be dismissed at any time.

Tenure Provisions

Causes for dismissal are inefficiency, misconduct, or abolition of position, provided there is no other position for which teacher is qualified. Suspension for misconduct is effective immediately; for any other reason, not effective for six months from notice of dismissal. The superintendent makes suspensions. The teacher may appeal to the board within 30 days of the notice of suspension. The board must then fix a date for the hearing. The teacher may appear with counsel at an open hearing. The board is to decide within 30 days of request for a hearing. Majority vote of the board may reverse the superintendent's suspension; otherwise dismissal takes effect on the date given in the notice by the superintendent. If the teacher is acquitted after suspension, he is entitled to salary for the period of suspension.

Stamford

Reference: *Special Acts of the General Assembly, 1945.* No. 310, p. 705.

Coverage—All teachers, including special teachers, in the public day schools. Principals are to have tenure as teachers only and not as administrators.

Probationary service—Three years. Prior service counts toward fulfillment of the probationary period.

Tenure Provisions

Causes for dismissal are incompetency, immorality, conduct unbecoming a teacher, or abolition of position. If the cause of dismissal is abolition of position, dismissed teachers shall have the right of re-employment within five years, if qualified, in order of date of dismissal.

A hearing is held automatically, notice thereof to be given not less than six nor more than 12 days previously, with statement of reasons. The teacher shall have an opportunity to be heard and may appear with counsel. Witnesses may be subpoenaed; evidence is to be taken under oath. Appeal may be taken to the state board which shall hold a hearing not more than 20 days after appeal, with notice of at least 10 days to teacher and local school board. In the hearing by the state board, witnesses may be subpoenaed; the teacher shall have an opportunity to be heard and may appear with counsel; evidence shall be taken under oath.

Appeal from the state board may be taken to the court, returnable not less than six nor more than 12 days after the decision of the state board. Notice of the court proceedings shall be given 72 hours before the day on which it is returnable. The court decides the case on its merits. Pending appeal, decision of the local school board has full force and effect. The state board may order payment of the teacher's salary from the date of dismissal if the decision is favorable to him.

Waterbury

Reference: *Charter of the City of Waterbury.* Sec. 269, as amended.

Coverage—Teachers, principals, assistant principals, and superintendent.

Probationary service—Three years.

Tenure Provisions

Those in service at the time of enactment and those subsequently employed to hold positions at appointed grade unless promoted, demoted, or dismissed for cause. Women teachers may be dismissed for marriage.

When dismissed, the teacher may appeal the action of the board to the court within 30 days after notice. The court is to hear the appeal and may approve, modify, or revoke the action of the board. Pending appeal, the teacher's dismissal is effective, but if the court modifies or revokes the dismissal order, the court's decision relates back to the date of the board's action.

DELAWARE

Reference: *Delaware Code Annotated.* Title 14, secs. 1401 to 1420, 1328.

Coverage—State-wide; all teachers, defined as all persons certified to teach and who are employed by a board as teachers. Not included are persons employed as assistant principal, principal, supervisor, administrative assistant, director, assistant superintendent, or superintendent; except that any such person who has completed three years of service in the state, two years of which shall have been in the same district, may at his option elect to be assigned as a teacher in that district.

Also not covered are those employed temporarily to replace those on leave of absence, and those holding temporary certificates, except that the tenure provisions apply to a teacher holding a temporary certificate who has been in the employ of the terminating board for 10 consecutive years immediately preceding any dismissal action.

Probationary service—Three years of service in the state and two years in the employ of a local district. The board shall give written notice on or before May 1 to any teacher whose contract is not to be renewed for the following year. Such notice shall state the reasons and be accompanied by a copy of the tenure law. Causes for dismissal of probationary teachers during the school year are the same as those specified for tenure teachers. The requirements of notice, hearing, and judicial review also apply to probationary teachers dismissed during the school year.

Tenure Provisions

Causes for dismissal—Termination of employment of a tenure teacher during or at the end of the school year shall be for immorality, misconduct in office, incompetency, disloyalty, neglect of duty, and willful and persistent insubordination. Employment may also be terminated at the end of the school year because of reduction in the number of teachers required as a result of decreased enrollment or a decrease in education services.

Suspension—The board may suspend a teacher pending hearing if the situation warrants suspension.

Notice of dismissal—Written notice must state reasons and include a copy of the tenure law. For dismissal during the school year, notice shall be given at least 30 days before the effective date of termination; for dismissal at the end of the school year, notice of nonrenewal of contract must be given on or before May 1.

Hearing and appeal—The teacher may request a hearing in writing within 10 days. The board shall set a time for the hearing to be held within 21 days after the request and shall give the teacher at least 15 days' notice in writing of the time and place of the hearing. The hearing shall be conducted by a majority of the members of the board and shall be confined to the written reasons stated in the notice. Conduct of the hearing shall be in the discretion of the board except that the hearing shall be private unless the teacher requests a public hearing; the teacher may be represented by counsel; the teacher and the board may subpoena witnesses; the teacher and the board and the counsel for each may cross-examine witnesses; testimony shall be taken under oath; a stenographic record of the hearing shall be taken at the board's expense, and a copy of the record shall be supplied to the teacher and the board within 10 days following the conclusion of the hearing. The decision of the board shall be submitted in writing to the teacher within 15 days after the hearing. If the decision is in favor of the teacher, he shall be reinstated and shall receive all salary lost as a result of temporary dismissal or suspension.

The decision of the board shall be final unless within 10 days after receiving a copy thereof, the teacher appeals to the county court. The court shall review a certified copy of the evidence, the findings, and the decision of the board, without a jury.

Other provisions—Nothing in the law prevents the board and any assistant principal, principal, supervisor, administrative assistant, director, assistant superintendent, or superintendent from entering into an employment contract for a period of up to five years.

DISTRICT OF COLUMBIA

Reference: *District of Columbia Code,* Title 31, secs. 31-1511 and 31-1512. Rules and Regulations of the Board of Education of the District of Columbia, Chapter X (approved June 22, 1960).

Coverage—All professional employees.

Probationary service—Two years.

Tenure Provisions

Causes for suspension, dismissal, demotion, and/or other disciplinary action—Absence from duty without leave; disobedience or neglect of orders from those in authority; any offense against morality or good order; inability to perform satisfactorily the duties of his position (incompetence); refusal to submit to a mental or physical examination required by the superintendent of schools or the department of public health; failure to co-operate with the school or health authorities in control and in correction of a communicable disease; failure to report in writing within five days any arrest, except for minor traffic violations, or any judgment or civil suit brought against him to the superintendent of schools, and other causes.

Suspension—The president of the board of education has authority to suspend any employee for cause upon written recommendation of the superintendent. The suspension order to the employee must state the reason for the action; the employee is not entitled to compensation during the period of suspension unless otherwise ordered by the board.

Procedure for dismissal or demotion—Dismissal or demotion of a permanent employee may result at any time by board action following written recommendation of the superintendent. The employee shall be given a copy of the statement of charges and reasons, by personal service or registered mail with return receipt requested, and is entitled to a hearing if he asks for one. The employee must request the hearing not later than 10 days, exclusive of Saturdays, Sundays, and holidays, from the date of service of notice, otherwise the right to a hearing is waived. At the hearing, required to be held not earlier than 10 days nor later than 30 days of request, the employee may attend with counsel, and at least one friend, and has the right to present witnesses in his behalf.

FLORIDA

Enactment of 1947, effective in 1951, applies to all parts of the state not covered by county tenure laws. Three counties have local tenure. Abstracts of these laws follow the state law.

State-wide Law

Reference: *Florida Statutes Annotated.* Chapter 231, secs. 231.351, 231.36, 230.0110.

Coverage—State-wide, except counties having tenure; covers all members of the instructional staff and professional administrative or attendance assistants, supervisors, and principals who hold a regular certificate based on at least graduation from a standard four-year college. Also covers persons employed in instructional or administrative capacity in a junior college.

Probationary service—Three continuous years in same county in a period of five successive years, and reappointment for fourth year, subject to recommendation of the county superintendent based on successful performance of duties and demonstration of professional competence. May be extended to four years when prescribed by a county board and agreed to in writing by the employee. The continuing contract becomes effective at the beginning of the school fiscal year following the completion of all requirements.

The county board may issue a continuing contract to a member of the teaching staff after two years of employment if the teacher held a continuing contract in another Florida county.

A teacher otherwise entitled to a continuing contract may in the alternative be retained on an annual basis, if recommended by the county superintendent, and the county school board by majority vote finds that the teacher does not meet the desired standards. Criteria to be considered are educational qualifications, efficiency, capability, character, and capacity to meet the educational requirements of the community. The superintendent's recommendations, with good and sufficient reasons, must be submitted on or before April 1. The annual contract shall be automatically renewed by the county board at least four weeks before the end of each successive school year, unless the county superintendent or the teacher shall, not later than three months before the end of the school year, request the board to reconsider the annual contract. The board on its own motion may reconsider the annual contract and take whatever action it deems necessary and proper.

A teacher absent for military leave for not more than one year shall be returned to employment with all rights and privileges as though he had not been absent, but time spent in military service is not counted in computing years of service for any purpose. Absence for one year or less shall not be considered a break in service for purposes of continuing contract requirements.

A county board of education may, at its discretion, grant a person who completed his service as its county superintendent, a continuing contract as a classroom teacher. Service as superintendent shall be construed as continuous teaching service in the state.

A retired member, who during periods of emergency or critical need is re-employed in the public schools in the same county from which he retired, shall be entitled to continue on the same contractual basis that existed immediately prior to retirement.

A teacher on continuing contract in a county where a cooperative education program is produced, if employed in such a program, shall immediately be placed on continuing contract; provided that if at the time of reappointment of personnel during the first three years, the teacher is not recommended for continued employment in the cooperative education program, he automatically reverts to continued contract status in the county of immediate prior employment. In meeting the requirements for a continuing contract, prior successive years of service in any county with such a program may be counted as probationary service.

Any person employed at a junior college shall be immediately placed on continuing contract with the county where the college is located, if when so employed, he is on continuing contract in a county which participates in support of that particular college. If at the time of annual contract renewal of the first three years of employment at the junior college, the person is not recommended for reappointment, he automatically reverts to continuing contract status in the county in which he was employed immediately before.

If the junior college results from consolidation with another public educational institution, the county school board may, on employment in the junior college of persons who had tenure in other institutions,

place these persons on continuing contract. Prior successive years of service rendered in a public educational institution which is consolidated with a junior college may be counted toward the probationary service.

Tenure Provisions

Provisions of the law refer to "continuing contract." Any member of the county administrative or supervisory staff and any member of the instructional staff, including a principal under continuing contract, may be dismissed or returned to annual contract status for another three years in the discretion of the county board upon written recommendation by the county superintendent on or before April 1, giving good and sufficient reasons, or by the principal if his contract is not under consideration or by majority of the county board.

Notice, hearing, and appeal—An employee on continuing contract who is to be dismissed or returned to annual contract status must be notified in writing by the person or persons preferring the charges at least five days before the written recommendation is filed with the county school board. The notice must include a copy of the charges and the recommendations to the board. The employee may make a written request for a public hearing within 10 days of official notification from the school board that it will consider the charges against him. Within 10 days of receiving the request for a hearing, the school board must notify the employee of the time and place of the public hearing. If no hearing is requested, the board shall proceed to take appropriate action. A decision adverse to the employee requires a majority vote of the full membership of the county board.

Within 30 days of the county board's decision an appeal may be taken to the state board through the state superintendent. The decision of the state board shall be final as to sufficiency or insufficiency of its reasons for dismissal or discontinuance of the continuing contract status.

Suspension or dismissal during the school year—An employee, whether in probationary or continuing contract status, may be suspended or discharged during the school year, but he must be given an opportunity for a speedy public hearing on at least 10 days' written notice of the charges against him and of the time and place of the hearing, if he requests it. The charges must be based on immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude. If the board determines on the evidence submitted that the charges against the suspended employee are sustained, it may dismiss the employee or fix the terms under which he may be reinstated. An employee under continuing contract may appeal the dismissal to the state board through the state superintendent within 30 days after the county board's decision.

An employee may be suspended without pay, but if the charges are not sustained, he must be reinstated immediately with back salary.

Other provisions—The following criteria are to be used by the county board when it must decide which teachers to retain: educational qualifications, efficiency, compatibility, character, and capacity to meet the educational needs of the community. The contractual relationship is not controlling; the decision of the county board with regard to these factors is final.

If a teacher violates the terms of a contract by leaving a position without a release from the board, the board may notify the certification section of the State Department of Education, whereupon the teacher's certificate is considered invalid for one year from the date of the violation. Teachers over 70 may be employed on an annual basis, renewable each year.

Duval County

Reference: *Laws of Florida, 1941.* Chapter 21197.

Coverage—Teachers, principals, assistant principals, supervisors, deans, coaches, clerks, secretaries to principals, and other appointive administrative employees whether certificated or not, provided they possess such other qualifications as are required by law.

Probationary service—Three years prior to or after enactment, provided the teacher during at least one vacation period shall have attended college for at least five consecutive weeks earning at least six semester hours' credit, or shall have completed other educational work in lieu thereof permitted by the county board as a substitute. The board may require an additional year if agreed to in writing by the teacher.

Annual contracts during the probationary period may or may not be renewed; during the term of any contract during the probationary period the teacher may be demoted or dismissed for causes enumerated for dismissal of tenure teachers, substantiated by procedure required for the dismissal of tenure teachers.

Tenure Provisions

Teachers shall serve during good behavior and efficient and competent service without reduction in salary.

Causes for dismissal or demotion—Immoral character or conduct, insubordination, physical or mental incapacity to perform duties, persistent violation of or willful refusal to obey laws or regulations, excessive or unreasonable absence from performance of duties, refusal or inexcusable failure to discharge duties, dishonesty while employed, chronic illness, or conviction of a felony or any crime involving moral turpitude.

Notice, hearing, and appeal—The board of trustees or the county superintendent prefers charges, filing same with the county board. A copy of the charges with a notice of the hearing shall be sent to the teacher not less than 10 days before the hearing. The county board conducts the hearing which shall be public unless the teacher requests a private hearing. At the hearing, evidence in support of the charges is first presented, then evidence on behalf of the teacher. The teacher has the right to be heard and to be represented by counsel. Testimony must be under oath. Witnesses may be subpoenaed. Full cross-examination of witnesses shall be permitted and the hearing confined to the charges. The board must deliver a copy of the findings to the teacher within 48 hours after the decision. A transcript of the hearing must be filed in the office of the board and a copy delivered to the teacher within five days after completion of the hearing when the finding is adverse to the teacher.

The court may review by certiorari if the teacher appeals to the court within 10 days after the decision of the board and receipt of a copy of the transcript. The court may issue mandamus to enforce rights accruing to teachers under these provisions.

Other provisions—If a position is discontinued or the number of teachers reduced, teachers may be dismissed at the end of any school year, but seniority rights must be observed; if the position is re-established or the number of teachers increased, teachers discontinued have first option for reinstatement if then qualified and eligible for the vacancy.

Salaries may be reduced at the end of any school year for the ensuing year if such reduction is uniform within a grade or rank in the same school or district.

The legislature reserves the right to amend or repeal the act.

Hillsborough County

Reference: *Laws of Florida, 1941.* Chapter 21287, as amended by *Laws of 1947,* Chapter 24587, *Laws of 1967,* Chapter 67-1493.

Coverage—(Counties of population between 150,000 and 155,000 by 1930 Census—Hillsborough County) Teachers, principals, assistant principals, supervisors, and other appointive administrative employees holding certificates or possessing other qualifications required by law. Since 1947, only those holding a bachelor's degree are eligible for tenure.

Probationary service—Three years; an additional year of probation may be required by the board if agreed to by the teacher. Teachers without a degree from a four-year college cannot attain tenure. When promoted to an administrative or supervisory position, the tenure teacher is required to fulfill a three-year probation in such position before acquiring tenure therein; however, tenure as a teacher is retained.

Annual contracts may or may not be renewed during the probationary period, and during the school year probationary teachers may be demoted or dismissed for causes enumerated for the dismissal of tenure teachers if tenure procedure is followed by the board.

Tenure Provisions

Teachers shall serve without reduction in salary during good behavior and efficient service.

Causes for demotion or dismissal—Immoral character or conduct; insubordination; physical or mental incapacity to perform duties; persistent violation of or willful refusal to obey laws or regulations; excessive or unreasonable absence from performance of duties, or refusal or inexcusable failure to perform duties; dishonesty while employed; chronic illness; or conviction of a felony or of any crime involving moral turpitude.

Notice, hearing, and appeal—Charges are to be preferred by a majority of the trustees of the district or by the county superintendent, and filed with the county board, a copy being sent to the teacher with at least 10 days' notice of the hearing which is to be public, and at which evidence in support of the charges shall first be given and then the evidence on behalf of the teacher. The teacher shall have the right to be heard and to be represented by counsel. Testimony must be under oath. Witnesses may be subpoenaed. Full cross-examination of all witnesses shall be permitted and the hearing confined to the charges. The board may decide by majority vote, and must deliver a copy of the findings to the teacher within 48 hours of the decision. A transcript of the hearing shall be made and filed with the board, and a copy furnished the teacher within five days after completion of the hearing.

The teacher may appeal to the court upon certiorari within 10 days after receipt of the finding by the county board and a transcript of record. Teachers may use mandamus to enforce rights under the act.

Other provisions—If a position is to be discontinued or the number of teachers reduced, teachers dismissed for these reasons shall have first option of re-employment if qualified and eligible for a vacancy.

Salaries may be reduced at the end of any school year for the ensuing school year if uniform for all in the same grade or rank in the school or district.

Volusia County

Reference: *Special Acts, 1937.* Chapter 18964, as amended by *Laws of 1939,*Chapter 20187.

Coverage—All certificated employees.

Probationary service—Three years during which time the teacher has attended college at least six weeks, and re-election for fourth year. Prior service counts toward fulfillment of the probationary period. The teacher must be age 21 before being eligible for tenure status.

Tenure Provisions

Causes for dismissal—Immoral or unprofessional conduct; failure to cooperate with supervisors, school board, or faculty; dishonesty; incompetency; failure to preserve discipline or to transmit proper instruction; willful neglect of school duties; notable failure to make professional advancement by failing to attend college, earning at least six semester hours' credit at periodic intervals (stated in law) depending upon previous training, provided any teacher may be permitted to travel in lieu of attending college; persistent violation of or refusal to obey laws or reasonable regulations; failure to carry out local-school regulations; physical or mental disability to perform duties; excessive or unreasonable absence from duties; chronic illness; conviction of a felony; or habitual use of alcohol, or intoxication.

Notice, hearing, and appeal—At least 20 days' notice must be given with a copy of the charges and the date for the hearing. The county board conducts the hearing which is public and at which evidence in support of the charges shall be given first and then evidence on behalf of the teacher. The teacher may be represented by counsel. Testimony must be under oath. Full cross-examination is permitted, and the hearing is to be confined to the charges. A transcript shall be taken and filed with the county superintendent. Findings are to be made by majority vote of the county board.

Appeal may be made to the state board whose decision shall be final. The state board shall prescribe rules as to method, time, and condition of appeal, but within 10 days after a request, the county board must furnish the teacher a copy of the charges, testimony, and orders. The board may re-employ on probation the teacher so dismissed, provided the charge of immorality has not been sustained.

Other provisions—In the event of financial necessity or curriculum changes making it necessary to decrease the number of permanent employees in a particular kind of service, teachers may be dismissed, but if such service is re-established within two years, dismissed teachers shall be offered re-employment before the appointment of any new teacher in a similar capacity, and in the order of dismissal.

The legislature reserves the right to amend or repeal the law.

GEORGIA

Georgia has no state-wide tenure law. Local tenure laws prevail in three counties. Annual contracts are the usual practice in nontenure areas. The following are statutory provisions for *suspension* of teachers and superintendents:

A teacher may be suspended by the county superintendent or by the county board for nonperformance of duty, incompetency, immorality, or inefficiency, and for good and sufficient cause. A decision of the county superintendent to suspend a teacher may be appealed to the county board, and either the superintendent or the teacher may appeal the decision of the county board to the State Board of Education.

The county board may suspend the superintendent for incompetency, willful neglect of duty, misconduct, immorality, or the commission of crime involving moral turpitude.

The teacher or the county superintendent is entitled to a hearing which must be held at least 10 days after written notice containing a brief general statement and enumeration of charges has been served. The teacher or the superintendent must be given an opportunity to present his defense. Upon request the board must subpoena witnesses and documents.

Appeal may be made to the state board within 30 days after the decision of the county board. (*Georgia Code Annotated,* secs. 32-912 and 32-1010.)

A description of the local tenure laws follows.

DeKalb County

Reference: *Georgia Laws, 1939.* No. 398, p. 258.

Coverage—(Counties having a population between 70,000 and 73,000 by 1930 or any subsequent census—DeKalb County): Teachers, supervisors, principals, and other employees of county public-school system.

Probationary service—Three years. Prior service counts toward fulfillment of the probationary period.

Tenure Provisions

Teachers shall serve during good behavior and efficient service.

Causes for dismissal—Disability, inefficiency, insubordination, or moral turpitude. The board is to adopt rules and regulations so that permanent employees shall not be dismissed without notice, charges preferred, and opportunity to be heard. There shall be no discrimination because of the exercise of any constitutional right.

Fulton County

Reference: *Georgia Laws, 1937.* No. 227, p. 879.

Coverage—(Counties having more than 200,000 population—Fulton County): Teachers, supervisors, principals, and other employees of county public schools.

Probationary service—Three years. Prior service counts toward fulfillment of the probationary period.

Tenure Provisions

Teachers shall serve during good behavior and efficient service.

Causes for dismissal—Disability, inefficiency, insubordination, or moral turpitude. The board shall adopt rules and regulations so that employees shall not be dismissed without notice, charges preferred, and opportunity to be heard. There shall be no discrimination because of the exercise of any constitutional right.

Richmond County

Reference: *Georgia Laws, 1937.* No. 155, p. 1409, as amended by *Laws of 1947,* No. 33, p. 145; *Laws of 1949,* No. 335, p. 1435.

Coverage—Teachers and principals.

Probationary service—Three years and election for the fourth year. Annual elections during the probationary period. Those employed less than three years prior to 1948 to be employed from year to year for probationary period of three years, including service before 1948. Those with tenure under 1937 act retain it. Tenure cannot be acquired unless a four-year certificate is held.

Tenure Provisions

Teachers shall serve as long as health is good, professional standing and efficiency are maintained, conduct does not reflect discredit upon the teaching profession, and the teacher complies with the board rules. The board is the judge of deficiencies, but the teacher is entitled to written charges, hearings, counsel, and witnesses in defending himself before the board. The board may, on recommendation of the superintendent, suspend the teacher pending final determination, but if the teacher is acquitted, he is entitled to salary for the time of suspension. The board has the right to abolish positions, and there is no appeal from its decision.

Professional standards—Earning three or more hours of college credit validates standing for three years; writing a book which is published validates standing for three years, if the book meets the approval of the superintendent; writing articles of approved value in education, scientific, or literary magazines validates standing for one year; devising plans, devices, or methods of teaching valuable to the school work of the county validates standing for one year, if approved by the superintendent; doing public-service work, in including parent-teacher work, validates standing for one year, if approved by the superintendent; travel on an approved plan which has educational value validates standing for one or more years, when approved by the superintendent. The board and the superintendent may decide other measures of meeting standards.

HAWAII

Reference: *Hawaii Revised Statutes,* Chapter 18, secs. 297-9, 297-12.

Coverage—State-wide; covers all public-school teachers (except intern teachers), principals, and vice-principals.

Probationary service—Two years of consecutive employment, with re-employment for another year. At or prior to the end of the two years of probation, the state superintendent of education may extend the probationary period for additional periods, not exceeding five years. Consecutive employment may be interrupted for up to two years without losing credit toward the probationary period by maternity, sick, or other leave the board deems proper. Employment may be interrupted for up to five years by military leave. Full-time intern teaching period in the state is also creditable. Service before enactment is counted.

During the probationary period, teachers, vice-principals, and principals may be dismissed or demoted.

Tenure Provisions

Teachers re-employed after completing the probationary period, shall continue in service during good behavior and competent service, and prior to the age at which they are eligible to retire.

Causes for demotion or termination of contract—Inefficiency or immorality, willful and persistent violations of reasonable regulations of the department of education, or other good and just cause. Tenure rights may be terminated without a hearing when a teacher fails to return to service except when caused by illness following the expiration of an approved leave of absence.

If reason for dismissal is due to decreased pupil enrollment or other causes beyond the control of the department, permanent teachers with the least seniority shall be dismissed first. Teachers so dismissed shall be placed on a preferred eligibility list, and shall have the right to be restored to duty in order of length of service when vacancies occur and the teacher is qualified for the position.

Notice, hearing, and appeal—Written notice signed by the superintendent shall be furnished with full specification of grounds for demotion or termination of contract.

Within 10 days of receipt of notice, the teacher may demand a hearing in writing. The hearing, which shall be private, unless the teacher requests a public one, must be set within 30 days of demand, and the teacher must be given at least 15 days' written notice of the time and place. The provisions of the Administrative Procedures Act (Ch. 91) apply to the notice and all aspects of the hearing. No hearing shall be held during summer vacation without the teacher's consent. The hearing shall be before a majority of the state board of education, and shall be confined to the charges. The state board may appoint a hearing officer to conduct the hearing in its place. At the conclusion of the hearing, he must report his findings of fact and his conclusions and recommendations based thereon to the board and the teacher. The board must render the final decision. Complete stenographic record of the proceedings shall be provided, and a copy of such record shall be furnished the teacher. Both parties may be present at the hearing, be represented by counsel, take a record of the proceedings, produce and require witnesses to be under oath, and have the right to cross-examine and subpoena witnesses.

The teacher may be suspended pending final action, if in the board's judgment, the character of the charges warrant such action.

If after the hearing, the board by majority vote decides against dismissal or demotion, the charges and the record of the hearing shall be physically expunged from the minutes. If the teacher has been suspended, he is entitled to full salary for the suspension period.

The findings and decision of the board shall be subject to review as provided for in the Administrative Procedures Act (Ch. 91).

IDAHO

Reference: *Idaho Code.* Title 33, secs. 33-1212–33-1215.

Coverage–State-wide. (Note: the charter district of Boise considers itself excluded from the state tenure law.) Covers any person under 70 years of age employed in teaching, instructional, supervisory, educational administrative or educational and scientific capacity, or as a school nurse or a librarian.

Probationary service–Two years and re-employment for a third consecutive year.

Tenure Provisions

The board must notify a teacher by March 1, if it does not intend to renew his contract with reasons therefor. If no such notice is given, the contract is to be automatically renewed at a salary no lower than that provided in the pre-existing contract, and shall include increments to which the teacher is entitled by statute and regulation because of length of training and experience; provided, however, that the board may reassign administrative personnel to classroom duties with appropriate reduction in salary. The board must advise the teacher by March 10 that notice of acceptance of the renewal of the contract must be given, and the teacher must accept the contract by April 1, or the board may consider the position vacant.

Hearing–A teacher receiving notice of non-re-employment or a reduction in salary shall be granted a hearing before the board within 30 days thereafter, if he requests it. The hearing must be held within 15 days of the request. At the hearing the teacher may present evidence, may examine persons who have spoken against him, may examine witnesses, and may be represented by counsel. The board also may examine witnesses and be represented by counsel.

ILLINOIS

Reference: *Smith-Hurd Illinois Annotated Statutes. School Code of 1961.* Chapter 122, secs. 24-11 to 24-16, 34-84 to 34-85b.

Coverage—State-wide. Tenure provisions differ for cities of over 500,000 population (Chicago), and districts of less than 500,000 population.

In Chicago, tenure covers teachers, principals, and other educational employees, but the superintendent, assistant superintendent, and the members of the board of examiners are excluded.

In districts of less than 500,000 population, tenure covers all certificated employees.

Probationary service—In Chicago three years, during which period dismissal is upon recommendation of the superintendent who must give reasons. Prior service is counted for those in service or those who served within five years before enactment.

In districts of less than 500,000 population, the probationary period is two years, but it may be extended for one additional year upon 60 days' notice before the end of the two-year period, if the teacher has not had one year of full-time teaching experience prior to the beginning of the probationary service.

Any full-time teacher who has completed her first year of probationary service or any teacher employed on a full-time basis not later than January 1 of the school term shall receive written notice at least 60 days prior to the end of the term as to whether or not he will be re-employed for the following school term. Failure of the school board to give written notice constitutes re-employment and the board must issue the teacher a regular contract not later than the close of the current school term. *School term* is defined as the period between July 1 and June 30 when the schools are in actual session.

Teachers on tenure do not lose their status as a result of district reorganization.

A full-time tenure teacher of any school district maintaining an existing junior college who worked at least half-time in grades 12 or 14 or both during the year immediately preceding the formation of a junior-college district where the college is located, shall be considered to have been a full-time junior-college teacher for contractual continued service purposes in the newly created junior-college district.

Teachers employed in special education programs or in joint educational programs are covered by the tenure provisions. Such employment is deemed a continuation of the teacher's previous employment in any of the participating districts with these programs, regardless of the participation of other districts in the program. A teacher employed full time in a special education program in which two or more districts take part, for a probationary period of two consecutive years is entitled to tenure in each of the participating districts. On termination of the program, the teacher is eligible for any vacant position in any of such districts for which he is qualified.

Tenure Provisions

Chicago

Permanent service is subject to compulsory retirement at age 65 and rules of the board concerning conduct and efficiency. Dismissal is for cause.

Notice of dismissal—Written charges are to be presented by the superintendent. If the charges are for causes deemed remediable, the teacher must be given reasonable written warning, stating specifically the causes, which if not removed, may result in charges. A hearing follows automatically after written notice of charges are given. The notice must be served on the teacher not less than 20 nor more than 30 days before the hearing.

Hearing and appeal—The hearing must be held and the decision rendered within 80 days of the notice. The hearing may be held by the board or a committee thereof, and is a public one on the request of either party. The teacher may be present with counsel and offer evidence and make defense. The board may issue subpoenas, and must do so at the teacher's request, but the teacher is limited to 10 subpoenas. All testimony is under oath. A record of the proceedings is to be kept, and the board must employ a competent reporter to take notes of the testimony. The board and the teacher share the reporting costs equally. Either party desiring a transcript pays for the cost thereof.

After the hearing, dismissal is by majority vote of all members of the board. Judicial review of the final administrative decision of the board is governed by the Administrative Review Act. If the board's decision is reversed on review, the board must pay all the court costs.

Suspension—Pending the hearing, the teacher may be suspended, but if acquitted, shall not lose salary for the period of suspension.

Other provisions—The employing board may at its option grant a teacher a leave of absence to accept employment in a Department of Defense Overseas Dependents' school. If the leave is granted, the teacher may, for the lesser period of five years and his employment period, elect to preserve his tenure status and service credit as if he were teaching in the school system subject to the employing board. A teacher employed to replace a teacher making the election does not acquire tenure.

Districts of Less than 500,000 Population

Permanent service ceases at the end of the school year in which the teacher reaches age 65, and subsequent employment is on an annual basis. Salary may not be reduced except uniformly or if based upon a reasonable classification.

Causes for dismissal are not contained in the tenure sections, but reference is made to other sections (10-22.4) empowering the board to dismiss teachers for incompetency, cruelty, negligence, immorality, or other sufficient cause when in the opinion of the board the teacher is not qualified or the interests of the school may require dismissal. Marriage is not a cause for dismissal.

Notice of dismissal—If charges are on causes deemed remediable, the teacher must be given reasonable warning in writing; the causes, which if not removed, may result in charges, must be stated. If dismissal is because of decrease in the number of teachers, or discontinuance of some type of teaching service, 60 days' notice and a statement of honorable dismissal are required. If the position is reinstated within one calendar year, the dismissed teacher has an option of assignment. Written notice of dismissal for any other reason must be given 60 days before dismissal, which must be between November 1 and the end of the school term. The notice must state that a bill of particulars will be provided upon written request of the teacher or his attorney within 10 days of the receipt of the dismissal notice. The bill of particulars must be supplied within five days of the receipt of the request for it.

Hearing and appeal—The hearing is held at the request of the teacher, and there must be at least 10 days between the notice and the hearing which is public at the request of either party. The teacher may be present with counsel, offer evidence and witnesses, cross-examine witnesses, and present defense to charges. The board may issue subpoenas and must do so at the request of the teacher, but the teacher is limited to 10 subpoenas. All testimony is to be under oath. A record is to be kept; one-half of the cost for the reporter is to be paid by the board and one-half the cost by the teacher. Either party desiring a transcript pays the cost thereof. The board must make its decision within 60 days by majority vote of all members.

Appeals are permitted under the Administrative Review Act providing for judicial review of all administrative decisions of school boards. If the decision of the school board is reversed on review or appeal, on motion of either the board or the teacher, the court shall order the teacher to be reinstated, and shall determine the amount for which the board is liable to the teacher, including but not limited to loss of income and costs incurred therein.

Suspension—Pending the hearing, the teacher may be suspended, but if acquitted, is to receive salary for the period of suspension.

Other provisions—The legislature reserves the right to amend or repeal provisions.

Tenure is not affected by promotion, temporary illness or temporary incapacity, or mutually agreed upon leave of absence, or absence for service in the military. If any teacher is elected to the General Assembly the board shall grant him a leave of absence if he so requests.

A teacher employed to replace one in the military service or one serving in the General Assembly does not acquire tenure.

The employing board may at its option grant a teacher a leave of absence to accept employment in a Department of Defense Overseas Dependents' school. If the leave is granted, the teacher may, for the lesser period of either five years or his employment period, elect to preserve his tenure status and service credit as

if he were teaching in the school system subject to the employing board. A teacher employed to replace a teacher making the election does not acquire tenure.

The teacher may not resign while school is in session nor for 60 days before the beginning of the school term, except by agreement with the board. At other times the teacher may resign in writing.

INDIANA

Reference: *Burns Indiana Statutes Annotated.* Secs. 28-4307 to 28-4312c. Acts 1969, Chapter 270.

Coverage—State-wide; covers teachers, supervisors, principals, and assistant superintendents.

Probationary service—Five years and re-election for the sixth year. Probationary teachers are on continuing contracts, requiring notice of non-re-appointment by May 1. Nontenure teachers may request a written statement from the school board showing reasons for nonrenewal of the contract.

The provisions of this law apply to any teacher who serves more than 120 days on a Supplemental Service Teacher's Contract in any given school year.

Tenure Provisions

Tenure ceases at age 66.

Causes for dismissal—Incompetency, insubordination, neglect of duty, immorality, justifiable decrease in number of teaching positions, or other good and just cause, but not for political or personal reasons. Dismissals for immorality or insubordination (defined in law) take effect immediately; for other causes dismissal is effective at the end of the school year. Pending the hearing the teacher may be suspended.

Notice, hearing, and appeal—Notice of contemplated cancellation of indefinite contract is to be given not less than 30 nor more than 40 days in advance; statement of reasons therefor must be given within five days if requested by the teacher.

The teacher must file a request for a hearing within 15 days after receipt of notice. The hearing is to be held not less than five days after request therefor, and the teacher is entitled to five days' notice of the date of the hearing. In the hearing the teacher is given a full statement of reasons for dismissal and has the right to be heard and to present testimony of witnesses and other evidence. The superintendent must make his recommendation to the board within five days of notice. After the superintendent's recommendation, the teacher may be dismissed on the date set for consideration if no hearing has been requested. Dismissal is by majority vote of the board, evidenced by a signed statement in the minutes. The decision of the board is final.

The teacher may bring mandamus to compel compliance with the law.

Superintendents—All contracts between superintendents and school districts must be for a minimum of 36 months. The contract may be terminated prior to the expiration date by (a) mutual consent; (b) for cause as set forth for teachers, provided that the superintendent be given notice and a hearing be held if requested by the superintendent not less than 10 days prior to termination. If the contract of the superintendent is not renewed, notice of nonrenewal shall be given to the superintendent by January 1 of the calendar year in which the contract is due to expire. Failure of the school district to give the notice extends the contract for 12 months.

Other provisions—The teacher may not resign during the school term nor for 30 days prior to the beginning of the term; otherwise, on five days' notice.

IOWA

Reference: *Iowa Code Annotated.* Title 12, secs. 279.13, 279.24.

Coverage—State-wide; covers all certificated school employees, including superintendents, and junior college faculty members.

Probationary service—None.

Tenure Provisions

Continuing contract provisions provide that no contract may be tendered prior to March 1, nor may the teacher be required to sign and return it in less than 21 days. Notice must be given by April 10 if annual contract is not to be renewed. At least 10 days before notice to terminate the teacher's contract is given, the school board must inform the teacher in writing that it is considering termination of the contract. The teacher has the right to request a private conference with the board by filing written notice within five days. Upon such request, the board must notify the teacher in writing of the time and place, and hold a private conference with the teacher and his representative, before any notice of termination of contract is mailed. Upon the written request of the teacher, a written statement of specific reasons for considering termination must also be furnished by the board.

Upon receipt of notice of nonrenewal of contract, the teacher may protest and request a hearing within 20 days of receipt of the notice. The hearing is public, and the teacher is to be notified in writing of the date of the hearing. After the hearing, dismissal is by roll-call vote of the board entered in its minutes. The decision of the board is final.

During the school term, the board may dismiss a teacher for incompetency, inattention to duty, partiality, or any good cause, after investigation by the board at which the teacher is permitted to be present and make defense. Reasonable time must be allowed the teacher for making defense.

Board members incur no liability for statements made in good faith which are later determined to be erroneous.

KANSAS

Kansas has no state-wide tenure law. Tenure provisions are limited to Kansas City, Topeka, and Wichita. In the rest of the state, spring notification type continuing contract provisions prevail. These require all employment contracts of teachers, supervisors, principals, superintendents, and professional employees whose employment requires certification, to continue in full force and effect during good behavior and efficient and competent service. Such contracts are deemed to be continued for the next successive year unless written notice of termination is given by the board by March 15, or by the teacher before April 15, of intention not to continue the contract (secs. 5410-5412).

Details of the tenure provisions follow.

Reference: *Kansas Statutes Annotated.* Chapter 72, secs. 5401 to 5409.

Coverage—Cities having a population of 120,000, i.e., Kansas City, Topeka, and Wichita: Teachers, supervisors, principals, superintendents, and any other professional employees whose employment requires certification, except superintendents in school districts with no city over 250,000 population.

Probationary service--Three years and re-election for fourth year, during which period annual contracts may or may not be renewed in the discretion of the board. During the school term, probationary teachers may be dismissed for causes sufficient for dismissal of permanent teachers. Statement of cause is to be given to the teacher by the superintendent through the board at least 30 days before dismissal.

Tenure Provisions

Permanent teachers serve during good behavior and efficient service. Demotion is defined as transfer to a different branch at a lower salary. No reduction in salary is permitted unless it affects 50 percent of the teachers in the school system.

Causes for demotion or dismissal—Immoral character, conduct unbecoming an instructor, insubordination, failure to obey reasonable rules of the board of education, inefficiency, incompetency, physical unfitness, or failure to comply with reasonable requirements of the board of education to show normal improvement and evidence of professional training; or decrease in the number of pupils or other causes over which the board has no control. If dismissal is because of decrease in the number of pupils or for other causes over which the board has no control, seniority rights must be observed and dismissed teachers placed on an eligibility list for reinstatement.

Notice, hearing, and appeal—The teacher to be dismissed is entitled to 30 days' notice, with a statement of the reasons.

Right to a hearing is given at which the teacher may be represented by counsel, present evidence, and examine witnesses in his behalf. The teacher must request the hearing within 15 days after receipt of notice. Pending the hearing, the teacher may be suspended, but if acquitted, shall not lose salary for the period of suspension. The decision of the board is final.

Other provisions—The teacher must give written notice of resignation, but resignation is not permitted during the school term or for 40 days before the beginning of the term.

Tenure ceases at age 65, but teachers over that age may be employed on a year-to-year basis.

KENTUCKY

Reference: *Kentucky Revised Statutes 1956.* Secs. 161.720 to 161.810.

Coverage—State-wide; covers "teachers," defined as any persons certified on the basis of four years of college, except superintendents; a superintendent is eligible for continuing contract status when he meets the requirements prescribed in the tenure law for continuing contract for teachers.

Probationary service—Four consecutive years in the same school district, or four years within a six-year period in the same school district. A teacher with continuing contract status in one school district must serve another probationary period if he becomes employed in another school district. Service credit toward permanent status begins only when the teacher holds a certificate based on graduation from a four-year college. During the probationary period employment is on a limited contract.

Teachers without four-year college certificates are not entitled to permanent status. Probationary teachers and those ineligible for permanent status are under continuing-contract provisions, requiring notice on or before May 15 of non-re-employment for the following year. Upon request by the teacher, the written notice shall contain the specific reason or reasons why he is not being re-employed. If the teacher is eligible, he acquires tenure after the probationary period by recommendation of the superintendent, and re-employment by the board.

Tenure Provisions

Permanent teachers have continuing status during good behavior and efficient and competent service. Notice of salary for the ensuing school year must be sent not later than July 1. Salary may not be lower than that of the preceding year unless uniform reduction affects the entire district, or unless there is a reduction or elimination of extra service, or administrative or supervisory duties of the teacher or other certified personnel. Upon request by the teacher, any reduction or elimination of extra service, administrative and/or supervisory duties and responsibilities shall be accompanied by a written statement of the specific reason or reasons for such reduction or elimination. Salaries may be increased after annual notice is given. Teachers who refuse assignments must notify the superintendent in writing by July 15. Upon recommendation of the superintendent and approval of the school board, reduction in responsibility of a teacher may be accompanied by a salary decrease, but written notice of such reduction with reasons must be given to the teacher by May 15.

Employment of the teacher, whether under a limited or continuing contract is employment in the school district only, and not in a particular position or school.

If a decrease in enrollment or a suspension of schools or territorial changes necessitate, the board may reduce the number of teachers and suspend contracts in accordance with the recommendation of the superintendent, seniority rights being observed within each teaching field affected. Teachers have the right of re-employment in order of seniority of service. If a school is closed or consolidated, teachers with permanent status in former schools have permanent status in new schools, subject to necessary decrease in teaching positions.

Causes for dismissal—Insubordination, including violation of school-board rules, and refusing to recognize or obey supervisors, immoral character or conduct unbecoming a teacher, physical or mental disability, inefficiency, incompetency, or neglect of duty, when a written statement identifying the problems or difficulties has been given the teacher. Charges on these causes must be supported by written records of teacher performance by the superintendent, principal, or other supervisory personnel of the board.

Notice, hearing, and appeal—The teacher must be given a written statement of charges and notice of the hearing which is to be not less than 20 nor more than 30 days after service of charges.

Within 10 days of receiving the notice of hearing, the teacher must notify the board of his intention to appear to defend himself. If the teacher does not so notify the board, the board may dismiss him by majority vote, and dismissal is final.

For a hearing the board is required to issue subpoenas. The hearing may be public or private at the option of the teacher, who is entitled to be represented by counsel, and may require the presence of witnesses. Testimony is given under oath, and a stenographic report of the proceedings made and furnished the teacher.

At the end of the hearing the board may dismiss by majority vote or defer action for not more than five days. Appeal as to law and fact may be taken to the circuit court, which may hear new evidence, but appeal must be made within 30 days after dismissal.

Suspension—If charges warrant, the board may suspend the teacher pending hearing on recommendation of the superintendent, but if the teacher is acquitted, he shall not lose salary for the period of suspension.

Other provisions—No teacher or superintendent may terminate his contract within 30 days before the opening of the school term without the consent of the board, but may terminate it at any other time while school is not in session on five days' notice to the board.

Tenure ceases at age 65; employment may continue on an annual contract basis.

LOUISIANA

Reference: *Louisiana Revised Statutes of 1950.* Secs. 17:441 to 17:445, 17:461 to 17:464.

Coverage—State-wide; covers all employees holding a teacher's certificate.

Probationary service—Three years, including prior service. During the probationary period a teacher may be dismissed upon the superintendent's recommendation accompanied by reasons therefor. At the expiration of the probationary period a teacher found unsatisfactory may be dismissed. In the absence of such notice the teacher becomes permanent automatically.

Tenure Provisions

Tenure teachers who are promoted serve a three-year probationary period in their new position but retain tenure in the lower position.

Causes for dismissal—Willful neglect of duty, incompetency, or dishonesty, or membership in or contributions to organizations prohibited by law or injunction from operating in Louisiana or advocating integration.

Notice, hearing, and appeal—A hearing is required; it may be public or private at the option of the teacher. The teacher is furnished a copy of the charges 15 days before the hearing; if employed by the New Orleans Parish school board the teacher may receive a copy of the charges 10 days before the hearing. The teacher has the right to appear with witnesses and with counsel.

Appeal from the board's decision is to the court of appropriate jurisdiction. Such appeal must be taken within one year of the board's action or dismissal or discipline. If the court reverses the board, the teacher is entitled to reinstatement with full pay for any loss of time or salary sustained.

MAINE

Reference: *Maine Revised Statutes Annotated.* Title 20, secs. 161(5) and 473(4).

Coverage—State-wide; covers certified teachers.

Probationary service—Three years.

Tenure Provisions

After the three-year probationary period, employment contracts of certified teachers shall be for not less than two years. Six months' written notice of nonrenewal before expiration date of contract is required; otherwise contract is automatically extended for one year, and similarly in subsequent years. Where conditions warrant elimination of teaching position, the school committee or school directors have the right to terminate the teaching contract on 90 days' notice.

Notice and hearing—Any teacher who has served a three-year probationary period and whose contract is not going to be renewed, may within 15 days of receipt of notification of nonrenewal of contract, request a hearing and reasons for such action. The hearing must be granted within 30 days of receipt of the teacher's request, and shall be private, except by mutual consent. Either or both parties may be represented by counsel.

Dismissal during school year—After notice and a hearing a teacher may be dismissed during the school year if the school directors determine that the teacher is unfit to teach or his services are deemed unprofitable to the school. The teacher must be given a certificate of dismissal with the reasons for such, a copy of which is retained by the school district.

MARYLAND

Tenure protection exists throughout Maryland. The state-wide tenure law applies to all areas except the city of Baltimore. Charter provisions and board of education rules govern teachers in Baltimore City.

State-wide Law

Reference: *Annotated Code of Maryland.* Art. 77, sec. 114, and Art. 77A, sec. 1.

Coverage—Extends to all areas throughout the state except the city of Baltimore; covers teachers, principals, supervisors, assistant superintendents, and professional assistants.

Probationary service—Bylaw 621 of the state board of education prescribes the state-adopted contract form which contains a provision permitting the board of education to terminate the contract at the end of the first or second school year by giving written notice not later than May 1 of the school year. For persons employed after February 1 of the first year, the notification date is July 1. The statutory provisions permit the state board to provide for a probationary period not to exceed two years.

The board of trustees of each community college is given the authority to fix the period for tenure.

Tenure Provisions

Causes for dismissal—The county board of education may dismiss any teacher, principal, supervisor, assistant superintendent, or other professional assistant on written recommendation of the superintendent, for immorality, misconduct in office, insubordination, incompetency, or willful neglect of duty.

Notice, hearing, and appeal—Charges must be stated in writing and the teacher given an opportunity to defend himself after not less than 10 days' notice. The teacher is permitted to have counsel and to call witnesses. Appeal may be made to the state board of education within 30 days of the county board decision.

Suspension—The causes for suspension and the procedure followed is identical to the causes and procedures for dismissals.

Baltimore City

Reference: *Charter of the City of Baltimore.* Sec. 91(b); *Rules of the Board of School Commissioners of Baltimore City.* Art. 4, secs. 402.06(2) and 402.06(3).

Coverage—Teachers, principals, or other educational employees below the rank of assistant superintendent.

Probationary service—Teachers are appointed from graded lists based on competitive examinations. The charter provisions do not mention a probationary period. By school-board rule, teachers assigned from graded lists are required to serve a probationary period of not less than two nor more than three years. If the teacher's work is considered unsatisfactory during this period, his employment may be terminated by the school board upon recommendation by the school superintendent.

Tenure Provisions

Charges must be preferred by the superintendent before a teacher, principal, or other educational employee below the rank of assistant superintendent may be dismissed. The employee may request a hearing before the school board. Demotion of any employee above the status of teacher requires the superintendent's recommendation; right to a hearing on demotion is given.

The superintendent may temporarily suspend teachers upon consultation with the president of the school board. The board may suspend teachers and other employees for a period of not longer than one calendar year. A hearing on the suspension may be had within 30 days of request therefor. Suspension for cause is without pay except by special action of the school board.

Upon 30 days' notice, a teacher may resign effective at the end of the month.

MASSACHUSETTS

Reference: *Annotated Laws of Massachusetts.* Chapter 71, secs. 38H, 41 to 44, and 63.

Coverage—State-wide; covers teachers, other instructional staff, school librarians, school library supervisors, vocational education teachers, and superintendents in all schools, including regional school districts, except the superintendent of Boston; provisions differ with respect to union superintendents (see separate paragraph below).

Probationary service—Three years. Probationary teachers are automatically continued in service if not notified by April 15.

Any probationary teacher who has been teaching more than 90 days cannot be dismissed during the school year unless he is notified of the contemplated action at least 15 days prior to the meeting at which the vote is to be taken, exclusive of customary vacation periods. If the teacher requests it, he is entitled to a written statement of reasons for the proposed action and a hearing before the school committee at which he may be represented by counsel, present evidence, and call witnesses in his behalf. The recommendation of the superintendent with respect to the dismissal is necessary before the school committee decides the matter. The foregoing provisions do not apply to probationary teachers whose contracts are not renewed for the following school year.

Tenure Provisions

A teacher, on written request, may inspect contents of his personnel file and make copies of items about him or his work. Teachers serve at the discretion of the school board (meaning tenure); dismissals require a two-thirds vote of the whole board.

There may be no salary reduction except by uniform revision affecting all teachers of the same salary grade in the town. The superintendent's salary cannot be reduced without his consent until one year after vote of the board.

Tenured school personnel whose jobs are superseded by the establishment of a regional school district retain tenure in the regional school district. They must receive the same salary, all accumulated sick and sabbatical leave and terminal compensation due them.

Demotion—Principals and supervisors may be demoted for inefficiency, incapacity, unbecoming conduct, insubordination, or other good cause, upon 30 days' notice and other procedure required for dismissal of teachers. Restrictions on demotions of principals and supervisors apply to those performing the duties of these positions, regardless of title.

Suspension—The school board may suspend any teacher for not more than 10 days. A school superintendent, other than a union superintendent or the superintendent of Boston, may be suspended only by a two-thirds vote of the whole school board.

A tenure teacher or superintendent may be suspended for unbecoming conduct or other good cause. In such instance, notification of the intended suspension vote must be given at least seven days, exclusive of of customary vacation days, before the date of the vote. The teacher must be furnished with a written charge of the cause for which the suspension is proposed, and may not be suspended unless the superintendent has given the board his recommendation. The teacher must request a hearing which may be either public or private at the discretion of the school board. At the hearing, he may be accompanied by counsel, present evidence, and examine and cross examine witnesses.

Notwithstanding any suspension provisions to the contrary, a school board, a superintendent, or other school official he designates to do so, may suspend for not more than seven days any teacher for unbecoming conduct or for any other cause deemed adequate. (A compiler's note in the *Annotated Laws* indicates that this suspension applies prior to a hearing.) Another provision limits the suspension of a teacher or superintendent to a period not exceeding one month.

No compensation is allowed for any period of lawful suspension.

Causes for dismissal—The school board may dismiss a teacher or superintendent for inefficiency, incapacity, conduct unbecoming a teacher or superintendent, insubordination, or other good cause, but not for marriage of women teachers or women superintendents. It may dismiss teachers because of decreased

enrollment, but permanent teachers are not to be dismissed if probationary teachers are retained in positions the permanent teacher is qualified to fill.

Notice, hearing, and appeal—Thirty days' notice, exclusive of customary vacation periods, is required before the meeting at which dismissal is to be considered. If the teacher or superintendent requests a copy of the charges, it must be furnished.

The teacher or superintendent must request a hearing which may be private or public at the discretion of the school board. At the hearing he may be accompanied by counsel, present evidence, and call witnesses and examine them. The superintendent's recommendation is prerequisite to the dismissal of teachers.

Any teacher or superintendent who has been dismissed, may within 30 days thereof, appeal to the superior court. The court may hear the cause *de novo*, and if the court's decision is favorable to the teacher or superintendent, he is entitled to reinstatement without loss of compensation. The decision of the superior court is final, except as to matters of law.

A teacher or superintendent who has incurred expenses to defend himself against unwarranted removal or suspension shall, upon written application, be reimbursed by the school board. The amount reimbursed shall not exceed 10 percent of the individual's usual compensation during the period when the removal or suspension was in effect.

Other provisions—No teacher may be restricted in, or dismissed for, exercising the right of suffrage, signing nomination papers, petitioning the general court (legislature), or appearing before its committees, except if such rights are exercised on school premises, during school hours, or when they would interfere with the performance of duties.

Union superintendents (Ch. 71, sec. 63)—A superintendent of a union who has served continuously in the same union for more than three years, and who has been employed there at least twice, each time for a term of three years, cannot be removed except for inefficiency, incapacity, insubordination, or other good cause. In case of removal, there must be full compliance with provisions relative to teachers and other superintendents, as to notice of intention to dismiss, specification of charges, hearing, and substantiation of charges.

MICHIGAN

Reference: *Michigan Statutes Annotated.* Secs. 15.1971 to 15.2056.

Coverage—State-wide; covers all certificated employees employed for a full school year.

Probationary service—Two years; a third year of probation may be required upon notice to the tenure commission. No teacher may serve more than one probationary period; after a teacher has acquired tenure in one district, he need not serve a probationary period longer than one year in another district and may at the option of the board be given tenure status immediately. When a teacher with tenure becomes an employee of another board as a result of a district reorganization, he must be placed on tenure within 30 days unless the board by a two-thirds vote places the teacher on not more than one-year probation.

Service rendered before enactment may be counted as probationary service if the teacher has served at least two years and is re-elected, but the board may refuse to give tenure status to a teacher with two or more years of prior service by unanimous vote of the board. During the probationary period, notice must be given at least 60 days before the close of school as to whether or not the work of the probationary teacher has been satisfactory. If no such notice is received, the teacher's work is deemed satisfactory. Probationary teachers must be notified in writing at least 60 days before the end of the school year if they are not to be re-employed the ensuing year.

Tenure Provisions

After the probationary period a teacher is continuously employed. If employed in a capacity other than classroom teacher, including but not limited to superintendent, assistant superintendent, principal, department head, or director of curriculum, the contract may declare that permanency of employment does not apply to such capacity, but only to active classroom teaching service. If the contract does not so state, tenure is gained in the administrative capacity. If the individual has tenure only as an active classroom teacher, he may be given a classroom teaching position at the end of the contract so reserved, without demotion implied. The salary in the position to which the individual is assigned must be the same as if he had been continuously employed in the newly assigned position. Continuing tenure does not apply to an annual assignment of extra duty for extra pay.

Causes for dismissal—Permanent teachers may be dismissed or demoted for reasonable and just cause.

Notice, hearing, and appeal—Charges against a teacher must be in writing, and must be signed by the person making them and filed with the board. Charges concerning the character of professional services must be filed at least 60 days before the close of school. A statement of charges and a statement of the teacher's rights under the tenure law must be sent to the teacher if the board decides to proceed with the charges. The teacher must request a hearing which must be held not less than 30 nor more than 45 days after the filing of the charges. A teacher may be suspended pending hearing, but his salary is to be continued during suspension. The hearing may be public or private at the option of the teacher. At the hearing the teacher may be represented by counsel, have witnesses subpoenaed, and present documentary evidence. Testimony must be given under oath and a stenographic record taken, a copy of which is to be sent to the teacher within 10 days. Dismissal after the hearing is by majority vote of members of the board within 15 days of the hearing. A copy of the decision must be furnished the teacher within five days of the decision. If the dismissal is because of reduction in personnel, a teacher has the right to appointment to the first vacancy for which he is qualified.

A dismissed teacher may appeal within 30 days to the state tenure commission, which shall hold a hearing within 60 days from the date of appeal. Notice and conduct of the hearing by the tenure commission is to be the same as required of the local board. The tenure commission is required to act as a board of review for all appeals from local board decisions. All records must be kept in the office of the state school superintendent.

The state tenure commission is composed of five members: two classroom teachers, one member of a school board of a city or grade-school district, one person who is not a school-board member or a teacher, and one school superintendent. The state superintendent is ex-officio secretary, and the attorney general is required to assign an assistant as legal advisor. The term of office for members of the state tenure commission is five years. Not more than one member may be from a school district, and the teacher member must

be a tenure teacher. The tenure commission must meet at least twice a year.

Other provisions—A teacher may resign upon at least 60 days' notice before September 1; otherwise he forfeits rights to tenure.

No teacher may waive rights or privileges under the act by a term of contract.

The tenure law shall not be construed as preventing any school board from establishing a reasonable policy for retirement to apply to all teachers who are eligible for retirement under the retirement law, or thereafter from temporarily continuing, for the district's benefit, a teacher's contract on a year-to-year basis on criteria equally applied to all teachers.

MINNESOTA

State-wide tenure protection exists in Minnesota, but provisions applicable to the first-class cities—Duluth, Minneapolis, and St. Paul—differ from those that apply to other areas in the state.

First-Class Cities
(Duluth, Minneapolis, and St. Paul)

Reference: *Minnesota Statutes Annotated, Education Code.* Sec. 125.17.

Coverage:—Teachers, principals, or any person regularly employed to superintend or supervise classroom instruction, placement teachers, and visiting teachers. Counselors and school librarians are covered as teachers if they are certificated as teachers or school librarians.

Probationary service—Three years and re-employment for a fourth year. Annual contracts are used during the probationary period. During the contract period 30 days' notice is required before dismissal or demotion of probationary teachers, which is to be for causes specified for the dismissal or demotion of tenure teachers, but without appeal. At the end of each annual contract during the probationary period, notice must be given before April 1 if the contract is not to be renewed.

Tenure Provisions

After the probationary period and re-election, teachers serve during good behavior and efficient and competent service.

Causes for dismissal or demotion—Immoral character, conduct unbecoming a teacher, insubordination, teaching without first securing a written release from the former employer without justifiable cause, inefficiency in teaching or management of the school, affliction with active tuberculosis or other communicable disease (for which cause a teacher may be suspended or dismissed), or discontinuance of position or lack of pupils. If the charge is inefficiency in teaching or management of a school, dismissal is permitted only during the school year and only upon charges filed at least four months before the close of school. If dismissal is based upon discontinuance of position or lack of pupils, seniority rights must be considered in making dismissals, and teachers dismissed shall have first consideration for other positions for which they are qualified.

Notice and hearing—Charges must be signed by the person making them and filed with the school board or superintendent. A hearing is automatic; 10 days' notice is required before the hearing, which may be public or private at the option of the teacher. At the hearing the teacher may appear with counsel who may examine and cross-examine witnesses and present argument. Witnesses may be subpoenaed, and testimony must be given under oath. A record of the hearing must be kept at the expense of the board. The hearing must be concluded and a decision in writing stating grounds on which it is based must be rendered within 25 days after the notice. Where the final decision is in favor of the teacher, the charges must be physically expunged from the record.

Suspension—If a teacher is suspended when charges are filed but later acquitted, he shall be entitled to salary for the period of suspension.

Areas Outside the First-Class Cities

Reference: *Minnesota Education Code.* Sec. 125.12.

Coverage—Teachers, supervisors, principals, superintendents, and other certificated employees.

Probationary service—First two consecutive years of a teacher's first teaching experience in Minnesota in a single district; thereafter, only one year probation is required in another school district. Annual contracts are used during the probationary period, and contracts for teachers to be rehired must be submitted to those teachers no later than March 20. Written notice that the contract is not to be renewed must be given before April 1. Within 10 days of the teacher's request in writing, the school board must give the reasons for nonrenewal and must include a statement that the teacher was provided appropriate supervision and give the nature and extent of such supervision.

After a hearing held upon due notice, a probationary teacher may be discharged during the probationary period for cause, effective immediately.

Tenure Provisions

After completing the probationary period, a teacher who has not been discharged, or advised of a refusal to renew his contract, has a continuing contract with the district. Contracts must be submitted to the teachers no later than March 20, and resignations must be submitted in writing before April 1.

A board may provide by rule that its teachers shall be retired at age 65.

Causes for termination at the end of the school year—Inefficiency; neglect of duty, or persistent violation of school laws, rules, regulations, or directives; conduct unbecoming a teacher which materially impairs his educational effectiveness; other good and sufficient grounds rendering the teacher unfit to perform his duties; or discontinuance of the position, lack of pupils, or merger caused by reorganization or otherwise. In the case of consolidation of school districts, tenure teachers in affected districts must be retained on the staff of the consolidated district in positions for which they are qualified by law, to the extent that such positions exist.

Notice of termination—A teacher's contract may be terminated only after the teacher has been given written notice of specific items of complaint and has failed within a reasonable time to correct the deficiency. Termination requires a majority roll-call vote of the full membership of the board and is effective at the end of the school year.

The school board must notify the teacher in writing of the proposed termination of employment. The written notice must state the charges with reasonable detail, and must inform the teacher of the right to make a written request for a hearing within 14 days of receipt of the notice. The hearing must be granted before final action is taken. If no hearing is requested within the 14-day period, the teacher is deemed to have acquiesced to the board's action. (See below for hearing procedures.)

Causes for immediate discharge—Immoral conduct, insubordination, conviction of a felony; conduct unbecoming a teacher requiring immediate removal from the classroom; failure without justifiable cause to teach without first securing a written release from the board; gross inefficiency uncorrected after reasonable written notice; willful neglect of duty; or inability to qualify for reinstatement after a 12-month physical or mental disability leave of absence.

Notice of immediate discharge—Written notification stating the charges with reasonable detail must be given to the teacher prior to the proposed discharge. The teacher must make a written request for a hearing within 10 days after receipt of notice. The hearing must be granted before final action is taken.

Suspension—The board may suspend a teacher with pay pending the conclusion of a hearing, after charges constituting grounds for discharge have been filed.

Hearing procedures—The same procedures apply to any hearing held pursuant to this law. Appropriate and timely notice of the hearing must be given to the teacher who then may decide whether it is to be public or private. At the hearing, the teacher and the board may each appear with counsel at his or its own expense. Counsel may examine and cross-examine witnesses, present evidence, and arguments. Witnesses and records may be subpoenaed. Testimony must be given under oath.

The board must employ a court reporter to record the hearing proceedings, and either party may obtain a transcript at its own expense. The board's decision in writing, based on substantial evidence in the record, must be served on the teacher prior to April 1 in the case of a contract termination, or within 10 days after conclusion of the hearing in the case of a discharge.

Where the final decision of the board or reviewing court is in favor of the teacher, the decision shall be entered in the board minutes and all reference to the proceedings shall be excluded from the teacher's record file.

Judicial review—Pendency of judicial proceedings does not stay the effective date of a school board's order, but if the court decision eventuates in reinstatement of the teacher, the board must pay the teacher all compensation withheld as a result of the termination or dismissal order.

Other Provisions in Tenure Law

Suspension and leave of absence for health reasons—A teacher afflicted with active tuberculosis or other communicable disease, mental illness, drug or alcoholic addiction, or other serious incapacity may be temporarily suspended or given leave of absence while suffering from such disability. If the teacher does not consent, such action can be taken only after a physician has found upon examination that suspension is required. The school board must provide a list of three physicians competent in the field involved, and the teacher must select from the list one physician to conduct the examination. The cost of the examination shall be borne by the school district, and a copy of the physician's report must be furnished to the teacher upon request. Failure to submit to an examination within the prescribed time constitutes cause for immediate discharge.

When the examination is to determine mental illness, and either the teacher or the board finds the doctor's report unacceptable, a panel of three physicians or psychiatrists shall be selected to conduct a new examination at the board's expense. The teacher and the board each select a member of the panel and these two members select the third one. The panel must examine the teacher and report its findings and conclusions to the board, and upon consideration of the panel's report, the board may suspend the teacher. Written notification of the suspension with reasons must be provided to the teacher. Any accrued sick-leave benefits shall be paid during the leave of absence, and after it is exhausted, the district may in its discretion pay additional benefits.

The teacher shall be reinstated upon evidence from such physician that he has made sufficient recovery to properly resume the performance of his duties. Inability to qualify for reinstatement within 12 months after suspension may be a ground for discharge.

MISSISSIPPI

Mississippi has no tenure law.

Reference: *Mississippi Code Annotated.* Secs. 6282-13, 6282-17, 6282-20, 6282-21, 6282-26.

Statutory provisions permit long-term contracts.

Contract for the employment of a teacher, principal, or superintendent shall be in such form as prescribed by the state board of education, and shall show the number of scholastic years which it covers, the position held, and the annual salary to be paid. The employee must sign and return the contract within 10 days after it has been tendered.

School boards are authorized to elect principals and teachers for not more than three years, and superintendents for no longer than four years. A contract with a teacher for longer than one year is subject to the contingency that the teacher may be released if decrease in attendance necessitates a reduction in the teaching staff. In such instances, the teacher must be released before July 1 or at least 30 days before the beginning of the school term, whichever date should occur earlier. The salary to be paid for the years after the first year of the contract term is subject to upward or downward revision if funds available are increased or decreased, but unless the salary is revised before the beginning of the school year, it should remain at the amount fixed in the contract for the year involved.

A superintendent, principal, or teacher must apply to the school board if he seeks to be released from his contract. Anyone who arbitrarily or willfully breaches his contract, or abandons his employment without being released, is subject to having his license or certificate suspended for one year upon recommendation by a majority of the members of the school board.

Suspension and Dismissal Provisions During the Contract Term

Superintendents, principals, and teachers may be suspended or dismissed during the contract term for incompetence, neglect of duty, immoral conduct, intemperance, brutal treatment of a pupil or other good cause. Before any dismissal or suspension, the employee must be notified of the charges against him and must be advised that he is entitled to a public hearing upon the charges. The notice must be in writing and must be given to the employee at least 10 days prior to the date set for the hearing. For the purpose of conducting the hearing the county superintendent of education or the superintendent of the municipal separate school district shall have the power to issue subpoenas to compel the appearance for witnesses. Either party may appeal to the state board of education. Any party aggrieved by the decision of the state board may then appeal to the chancery court.

MISSOURI

State-wide tenure provisions exist in Missouri but provisions differ for metropolitan school districts included within the limits of a city of 700,000 or more population (St. Louis) and the rest of the state.

State-wide Law

Reference: *Vernon's Annotated Missouri Statutes.* Secs. 168.101 to 168.116.

Coverage—All employees regularly required to be certified, except superintendents, assistant superintendents, and other persons regularly performing supervisory functions as their primary duty.

Probationary service—Five successive years and re-employment for the following year. Any probationary teacher who has been employed for two or more years in another school system shall have one year of probationary period waived. Probationary teachers are employed on annual contracts and must be notified of nonrenewal between April 1 and 15. Any teacher informed of re-election by written notice must accept such contract in writing within 15 days of the notification; failure to do so constitutes a rejection.

Any probationary teacher whose work, in the opinion of the board of education, is unsatisfactory must be provided with a written statement setting forth the alleged incompetency and its nature and be given an opportunity to correct the fault. If improvement satisfactory to the board is not made within 90 days of the receipt of the notification, the teacher's employment may be terminated immediately or at the end of the school year. Termination of employment requires a vote of the majority of the members of the board; a tie vote constitutes termination.

A permanent teacher promoted with his consent to principal or assistant princiapl does not attain permanent status in the new position but retains tenure in the previous position. A person first employed by the district as a principal or assistant principal acquires tenure as a teacher after having served two years as a principal or assistant principal.

Tenure Provisions

After the probationary period, teachers become permanent and are subject to compulsory retirement under the retirement system. A permanent teacher is employed under an indefinite contract which he may terminate by giving the school board written notice and reasons not later than May 1.

The board of education may place teachers on leave because of a decrease in pupil enrollment, school district reorganization or the financial condition of the school district. However, no permanent teacher may be placed on leave while probationary teachers are retained. Permanent teachers are retained on the basis of merit within their field of specialization. A teacher on such leave may engage in teaching or other employment during the leave. No new teachers may be appointed while there are permanent teachers on unrequested leave who are properly qualified to fill the positions. The leave of absence may not be longer than three years unless extended by the board.

Causes for dismissal—Physical or mental condition incapacitating the teacher for instructing or associating with children, immoral conduct, incompetence, inefficiency, insubordination in the line of duty, willful or persistent violation of or failure to obey the school laws of the state or the published regulations of the board of education, excessive or unreasonable absence from the performance of duties, or conviction of a felony or a crime of moral turpitude. (Also see paragraph *Other provisions* below.)

In determining the professional competency or the efficiency of a tenure teacher, consideration should be given to regular and special evaluation reports and to any written standards of performance adopted by the school board.

Notice and hearing—Written charges must be presented to the teacher specifying with particularity the reason for termination. A hearing may be requested by the teacher. If the charges involve incompetency, inefficiency, or insubordination in the line of duty, the teacher must be given a warning 30 days before charges are served, stating specifically the cause which, if not removed, may result in charges. Thereafter the superintendent, or his representative, and the teacher shall meet and confer in an effort to resolve the matter.

Notice of a hearing, together with a copy of the charges must be served upon the teacher at least 20 days prior to the date of the hearing. If the teacher does not request a hearing within 10 days of the receipt of the notice, the board may terminate the teacher's contract. If a hearing is requested, it must take place 20 to 30 days after the teacher has been furnished with the notice of hearing.

The hearing must be public, the teacher may be represented by counsel who may cross-examine witnesses named by the teacher, but the board may limit the number of witnesses to be subpoenaed on behalf of the teacher to not more than 10. All testimony is under oath. A full transcript must be made of the proceedings and presented to the teacher without cost and to the board within 10 days of the conclusion of the hearing. Demotion or termination must be by a majority vote of the board and the decision must be rendered within seven days after it receives the transcript and a written copy must be given the teacher within three days thereafter.

The teacher may appeal the decision of the board to the circuit court of the county in which the school district is located. The appeal must be taken within 15 days of service of the board's decision on the teacher or it will become final. To take an appeal, the teacher must file notice with the board of education. The board must then forward to the court all documents and papers on file in the matter, together with a transcript of the evidence; the findings and decision of the board constitute the record on appeal. Appeals from the decision of the circuit court are allowed in the same manner as a civil action except that the original transcript filed with the circuit court by the board of education together with the transcript of the proceedings before the circuit court constitutes the transcript on appeal.

If the court finds for the teacher, he is restored to permanent status and paid for the period of suspension. The teacher is also paid for the period pending appeal if the final adjudication is in his favor.

Suspension—After charges have been filed, the teacher may be suspended but with pay pending the decision of the board.

Other provisions—Any tenure teacher called into military service is eligible for reinstatement on discharge without loss of tenure. A teacher may not participate in the management of a campaign for the election or defeat of members of the board of education by which he is employed. Violation of the law is a cause for termination.

St. Louis

Reference: *Vernon's Annotated Missouri Statutes.* Sec. 168.221.

Coverage—Metropolitan school district defined as any school district included within the limits of a city having 700,000 or more inhabitants (St. Louis): Teachers and principals.

Probationary service—Three years, which may be extended six months if the work is unsatisfactory provided written statement setting forth incompetency has been given the teacher. During the probationary period annual contracts are used, with notice of nonrenewal by April 15. Substitute service is not to be counted as probationary service.

Tenure Provisions

After the probationary period, teachers become permanent and are subject to compulsory retirement under the retirement system.

A board may reduce the number of teachers because of insufficient funds, decrease in enrollment, or abolition of particular subjects, but in abolition of particular subjects, tenure teachers may not be placed on leave of absence and nontenure teachers retained if the tenure teachers are qualified for other subjects. If reduction in the number of teachers is because of insufficient funds or decrease in enrollments, the superintendent shall recommend that teachers be placed on leave of absence without pay, using inverse order of employment and beginning with probationary teachers. Teachers on such leave may have other employment during leave. When re-appointments are made, the inverse order of suspension must be used, and no loss of status or credit for previous service shall result. No new appointments may be made while adequately qualified teachers under age 70 are on leave unless a teacher fails to notify the superintendent within 30 days of notice that he will accept re-appointment.

Regulations fixing qualifications for promotion must fix the effective date to allow reasonable time for persons to qualify.

Causes for dismissal—Immorality, inefficiency in line of duty, violation of published regulations of the the school district, violation of laws, or physical or mental condition incapacitating the teacher for instructing or associating with children.

Notice and hearing—Written charges must be presented by the superintendent and served on the teacher. The teacher must be given 30 days' notice of charges. A notice given during a vacation period is effective as of the first day of the following school term. A hearing is automatic. It shall be public at the request of the teacher, who may appear with counsel to offer evidence and make defense. For dismissal for inefficiency, for demotion, or for reduction in salary, a teacher is entitled to notice in writing at least one semester before the action. The decision of the board is final.

A teacher who is to be demoted or whose salary is to be reduced may waive presentment of charges and a hearing.

Suspension—If suspended and later acquitted, the teacher is entitled to salary for the period of suspension.

MONTANA

Reference: *Revised Codes of Montana 1947.* Secs. 75-2401 and 75-2411.

Coverage—State-wide; covers teachers and principals.

Probationary service—Three years and re-election for the fourth. Annual contracts during the probationary period. Probationary teachers may be dismissed during the school year for the same reasons and under the same procedure as tenure teachers.

Tenure Provisions

Teachers on continuing contracts may be dismissed at the end of a school year by notice on or before April 1. A teacher must accept renewal of contract within 20 days thereafter. On request of the teacher, specific reasons for dismissal shall be given and a hearing shall be granted. A hearing must be requested within 10 days of notice and must be held within 10 days of request therefor.

Causes for dismissal during the school year—Immorality, unfitness, incompetency, or violation of rules. If dismissal occurs during the school year, appeal may be taken to the county superintendent.

Other provisions—Tenure ceases at age 65, but the school trustees may continue to employ teachers up to age 70. To terminate the employment for the ensuing year of a teacher 65 years of age or older, written notice must be given by April 1.

NEBRASKA

Nebraska has no state-wide tenure law. Tenure provisions apply only to districts of the fourth and fifth class (Lincoln and Omaha).

In the nontenure areas continuing contract provisions of the spring notification type prevail. The statute provides that all employment contracts of teachers and superintendents shall remain in full force and effect until terminated by majority vote of the school board by April 1. Written notice of election or failure of election must be given to the teachers and superintendents not later than April 15. A teacher who receives a contract termination notice may within 15 days of its receipt request a hearing. After the hearing, the school board, if requested, must give the teacher a written statement of the reasons for termination of the contract.

Teachers and superintendents whose contracts have been renewed automatically must accept or reject the contract in writing within 15 days of receiving notice of election, and failure to file notice shall be regarded as nonacceptance of the contract (sec. 79-1254).

(See last paragraph of this summary on certificate suspension applicable to teachers in Class III districts.)

The details of the tenure law follow.

Reference: *Revised Statutes of Nebraska 1943 (Reissue of 1958).* Secs. 79-1255 to 79-1262, and 79-1296.

Coverage—(Districts of fourth and fifth class—Lincoln and Omaha): All certificated employees including nurses but excluding substitute teachers.

Probationary service—Three years and re-election for fourth year, but may be extended for one or two years before permanent appointment. During the probationary period, annual contracts may or may not be renewed, but notice of nonrenewal must be given by April 1. The teacher must accept within 15 days. Prior service counts toward fulfillment of the probationary period in the discretion of the board, except that teachers who were permanent under any previous local regulations shall be permanent as of the date of enactment.

Tenure Provisions

After a probationary period an indefinite contract is to be in force to age 65. Permanent teachers must give evidence of professional growth every six years: educational travel, professional publications, work on educational committees, six semester hours of college work, or other activities approved by the board. No salary may be reduced unless the same percent reduction applies to a majority of the teachers.

Causes of dismissal—Incompetency, physical disability or sickness which interferes with performance of duty, insubordination (defined in the law), neglect of duty, immorality, failure to give evidence of professional growth, justifiable decrease in the number of teaching positions, or other good and just cause, but not for political or personal reasons.

Notice and hearing—Dismissal is only on recommendation of the superintendent. Notice to the teacher is to be not less than 30 nor more than 40 days before consideration of the superintendent's recommendation. Upon request of the teacher, a statement of reasons must be given within five days of request.

If the teacher requests a hearing, it must be held within 20 days of request, and the teacher must be given 10 days' notice. The teacher has the right to respond to reasons for the proposed dismissal and to be accompanied by someone qualified to speak for him. Suspension pending a hearing is authorized. If the cause of dismissal is immorality or insubordination, dismissal is effective immediately; for all other reasons dismissal is effective at the end of the year. The decision of the board is final.

Other provisions—Unrequested leave of absence for physical disability or sickness, not exceeding one year, may be enforced after following the procedure as for dismissal.

Upon a complaint filed by the employing school board with the State Board of Education, any certificated teacher who fails to fulfill his contract without a release therefrom by the mutual consent of the teacher and the board, is subject to a suspension of his certificate for at least one year and no more than

five years by the state board. The chief state school officer of each state is to be notified of the suspension. This provision applies to all teachers in Class III, IV, and V school districts.

NEVADA

Reference: *Nevada Revised Statutes,* Secs. 391.311–391.3197.

Coverage—State-wide; covers teachers. The term *teacher* is defined as any certificated school employee who has been employed by the board for two consecutive school years.

Probationary service—Two years. A probationary teacher may be dismissed, removed, or not re-employed for willful neglect or failure to carry out the duties and obligations required of him under the school laws. Any teacher who is dismissed, removed, or not re-employed may appear at the next regular meeting of the board of trustees to obtain the reasons for the determination and be given an opportunity to reply.

On or before April 1 of each year, the school board must notify in writing any teacher who has been in its employ for a majority of the current school year concerning his re-employment for the ensuing school year. If such notice is not given, the teacher is deemed to be re-employed for the following school year under the same terms as existed under the current contract, and the board is required to issue a contract to the teacher. These provisions do not apply to any teacher who has been recommended for dismissal or non-re-employment if the board has made no final decision on such recommendation.

A teacher who is notified of re-employment or who is automatically under these provisions must give written notice of his acceptance to the school board by April 10. Failure to do so shall be conclusive evidence of the rejection of the contract by the teacher.

Tenure Provisions

Causes for dismissal—Inefficiency, immorality, unprofessional conduct, insubordination, neglect of duty, physical or mental incapacity, decrease in enrollment or district reorganization, conviction of a felony or of a crime involving moral turpitude, inadequate performance, evident unfitness for service, failure to comply with reasonable requirements prescribed by the board, failure to show normal improvement and evidence of professional training and growth, advocating overthrow of the government of the United States or of the State of Nevada by force, violence, or other unlawful means, or the advocating or teaching of communism with the intent to indoctrinate pupils to subscribe to communistic philosophy, any cause which constitutes grounds for the revocation of a teacher's certificate, willful neglect or failure to observe and carry out the requirements of the Nevada school code, or dishonesty.

In determining whether the performance of a teacher is inadequate, consideration shall be given to the regular and special evaluation reports and to any written standards of performance the employing board has adopted.

Pre-dismissal procedure—If a principal or other school administrator responsible for the teacher's supervision, finds it necessary to admonish a teacher for a reason which may lead to dismissal or which may cause the teacher not to be re-employed, such principal or school administrator must bring the matter to the attention of the teacher, and make a reasonable effort to aid the teacher in effecting correction of the problem, and allow reasonable time for improvement, not to exceed three months.

Suspension—When the superintendent has reason to believe that cause exists to dismiss a teacher, and when in his opinion immediate suspension is necessary in the best interests of the children, the superintendent may suspend the teacher immediately, without prior notice and without a hearing by notifying the teacher in writing. Within 10 days of suspension, the superintendent must begin proceedings to effect the teacher's dismissal.

If sufficient grounds for suspension are not subsequently found, the teacher shall be reinstated without loss of compensation.

Professional Review Committee—The law provides for a Professional Review Committee of 42 citizens of recognized scholarship and professional standing who have been actively and continuously engaged in teaching or related supervisory services in the state for the five years preceding their appointment. A majority of the committee must be teachers not occupying the position of an administrator. The members are appointed by the state superintendent of public instruction and approved by the state board of education, and serve three-year terms.

A teacher who is notified that the superintendent is recommending his dismissal or non-re-employment has the right to request a review of the proposed action by a five-member panel drawn from the Professional Review Committee. If the teacher's district employs 1,000 or more certificated personnel, the panel shall be selected from within the district. Panel members may be selected from within the district or nearby districts where a district with less than 1,000 certificated personnel is involved. The teacher and the superintendent each have the right to designate as unacceptable not more than three of the 42 members of the committee. The employing district is required to pay all necessary expenses, if any, and panel members do not forfeit salary or sick-leave benefits while performing their duties as panel members.

Notice and hearing– The district superintendent may, or at the direction of the board, must recommend that a teacher be dismissed or not re-employed. The superintendent must give the teacher written notice of his intention to recommend to the board that the teacher be dismissed or not re-employed at least 15 days before making such recommendation. Notification must include grounds for the recommendation, and a statement that the teacher has the right within the next 10 days to request a hearing before a five-member panel selected from the Professional Review Committee by the superintendent of public instruction. If the teacher files no request for such review, the superintendent shall file his recommendation with the board which may act on the recommendation. If a request for review is made, the superintendent cannot file his recommendation with the board until he receives the report of the panel.

Five-Member Panel Review—Within three days of receiving the teacher's request for a review by the panel, the superintendent must notify the superintendent of public instruction, who has five days to designate the five-member panel. The panel is empowered to conduct an investigation into the charges, and to subpoena witnesses and records. The teacher and the superintendent are entitled to be heard before the panel, to appear with counsel, and to call witnesses. The panel must complete its investigation and must prepare and file a written report with the superintendent and the teacher involved within 15 days, unless the panel notifies the parties that an additional 15-day period is necessary to properly perform its duty.

Within five days of receiving the panel's report, the district superintendent can either drop the charges, or file his written recommendation with the board, together with a copy of the panel's report.

School board procedures—Within five days of the filing of the superintendent's recommendation, and before the board may take any formal action on it, the board must notify the teacher by registered or certified mail of the recommendation, and also notify the teacher's immediate superior, if other than the superintendent, of the recommendation and furnish him with the panel's report.

The teacher has five days after receipt of the board notice to make a written request for a hearing before the board, and the board has 10 days to set a time and place for the hearing and notify the parties.

The teacher and the superintendent have the right to appear with counsel, and the board must permit submission of all relevant evidence, including the report of the review panel. The board has the power to require witnesses to testify under oath and produce evidence. The hearing is to be conducted under a set of uniform standards and procedures developed by the state board of education, but technical rules of evidence need not apply. Within five days of the conclusion of the hearing, the board must render a written decision based on the evidence and give copies to the parties. If the board decides to adopt the recommendation of the superintendent, it may dismiss or not re-employ the teacher.

Other provisions—Any teacher who fails to comply with the provisions of his contract without the written consent of the school board shall be deemed guilty of unprofessional conduct. A breach of contract resulting from the execution of an employment contract with another board within the state without the consent of the board first employing the teacher makes the second contract void, and upon the formal complaint of the school board, substantiated by conclusive evidence, the state board may suspend or revoke the teacher's certificate. State education agencies in other states shall be notified of the revocation of the certificate. (Sec. 391.350)

NEW HAMPSHIRE

Reference: *New Hampshire Revised Statutes Annotated.* Chapter 189, secs. 13, 14-a, and 14-b.

Coverage—State-wide; covers teachers holding professional certificates.

Probationary service—The statutory provisions do not refer to a probationary period. All teachers who have been employed for one or more years in the same school district must be notified in writing on or or before March 15 in the event of non-re-employment; teachers with three or more years of employment in the same school district are entitled to a hearing if re-employment is not contemplated.

Tenure Provisions

Teachers with three or more years of service in the same school district who have been notified that they have not been renominated or re-elected may, within five days of such notice, request a hearing before the school board and reasons for failure to be renominated or re-elected. A hearing must be provided within 15 days, and the school board must issue its decision within 15 days of the close of the hearing. Within 10 days thereafter, the teacher may make a written request for a review by the state board. After notifying the local board, the state board must consider the matter and hold a hearing if either party so requests. The decision of the state board, due within 15 days of the filing of the request for review, is final and binding on both parties.

During the contract term, any teacher may be dismissed for immorality, incompetency, or failure to conform to prescribed rules. No teacher shall be dismissed before the contract expires without notification as to cause of dismissal, nor without having previously been granted a full and fair hearing.

NEW JERSEY

Reference: *New Jersey Statutes Annotated.* Secs. 18A:6-10 to 18A:6-27, 18A:28-4 to 18A:28-15, and 18A:60-1.

Coverage—State-wide; covers properly certificated teachers, principals, assistant principals, vice-principals, superintendents, assistant superintendents, and other employees who hold positions requiring a certificate. Also included are professors, associate professors, assistant professors, instructors, supervisors, registrars, teachers, and other persons employed in a teaching capacity in a state educational institution.

Probationary service—Employment for three consecutive calendar years, unless a shorter period is fixed by the school board, or employment for three consecutive academic years, together with employment at the start of the next succeeding academic year, or employment for the equivalent of more than three academic years within a period of four academic years. The time an employee taught in the district in which he was employed at the end of the academic year immediately preceding July 1, 1962, is counted toward the probationary period in that district. An academic year is the period between the time school opens in a school district after the general summer vacation until the next succeeding summer vacation.

A tenure employee or one eligible for tenure who is transferred or promoted with his consent to another position covered by tenure on and after July 1, 1962, must serve a probationary period of two consecutive calendar years in the new position, unless a shorter period is fixed by the board, or two academic years and be re-employed in the next succeeding academic year, or the equivalent of more than two academic years in any three consecutive academic years. If employment in the new position is terminated before tenure is obtained therein, the employee who has tenure in the district is entitled to be returned to his former position at the salary he would have received had the promotion or transfer not occurred, plus any increases to which he would have been entitled during the period of the transfer or promotion.

Tenure Provisions

After the probationary period, teachers serve during good behavior and efficiency.

The board may reduce the number of teaching positions because of a natural diminution of the number of pupils in the district or for reasons of economy or other good cause. Teachers dismissed under such circumstances may not be selected by reason of residence, age, sex, marriage, race, religion, or political affiliation. Seniority rights are to be observed, and those dismissed placed upon a preferred list in order of years of service for re-employment, but no hearing is required before dismissal for this cause. Tenure status is not to be affected by a change in the title of a position or a change in the organization of the district in which the teacher is employed.

If a school is discontinued or if one or more grades are by agreement sent to another school district, all tenure teachers or certified professional staff members affected at the time of the discontinuance or transfer shall be employed in the same or nearest equivalent position in the new district. The teacher may elect no later than three months prior to the school or grade discontinuance to remain in the employ of the former district in any position which his tenure and seniority entitles him. If a teacher chooses to be transferred to the new district, he will be entitled to all the benefits of tenure already acquired or have all of his prior employment in the sending district count in the new district.

Causes for dismissal or for reduction in salary—Inefficiency, incapacity, conduct unbecoming a teacher, or other just cause.

Notice of charges and hearing—Any person may file charges against a teacher with the board, and such person must sign the charges. The board, by majority vote of all of its members, may determine that the charges and the supporting evidence would be sufficient, if true in fact, to warrant dismissal or a reduction in salary. If the board determines that the charges are sufficient, it must forward the written charges to the commissioner of education together with a certification of its determination, and serve a copy of the written charges with its certification on the teacher. Before charge of inefficiency may be sent to the commissioner, the school board or the superintendent of schools must give the teacher at least 90 days' prior written notice within the current or preceding school year, specifying the nature and particulars of the inefficiency to give the teacher an opportunity to correct and overcome the inefficiency. If the board does

not make a determination within 45 days after the receipt of charges, or within 45 days after the expiration of the time for correction of the inefficiency, the charges shall be deemed dismissed, and no proceedings or action shall be taken thereon.

After receipt of the charges and certification, the commissioner, or the person appointed to act for him, may dismiss the charges against the teacher on grounds that they are insufficient to warrant dismissal or reduction in salary. Otherwise, the commissioner or the person acting for him shall conduct a hearing within 60 days, upon reasonable notice to the parties, who may be represented by counsel and subpoena witnesses. The hearing shall be conducted under rules and regulations adopted by the commissioner and approved by the state board of education. The commissioner must render a decision within 60 days after the hearing.

Appeal—A determination of the commissioner may be appealed to the state board of education. An adverse decision of the board of trustees of any state college, county college, or industrial school may be appealed to the chancellor; appeals from decisions of the chancellor are to the board of higher education.

Suspension—Upon certification of the charges to the commissioner, the school board may suspend the teacher with or without pay pending the outcome. If the charges are dismissed, the teacher is entitled to immediate reinstatement with full pay for the period of suspension.

Other provisions—A teacher must give 60 days' notice of resignation. Tenure is not affected by division of the district or by service in the military.

NEW MEXICO

Reference: *New Mexico Statutes 1953.* Secs. 77-81; 77-8-8 to 77-8-17.

Coverage—State-wide; covers all certificated public-school personnel, and certified teachers in state institutions whose salaries are derived in whole or in part from the state public-school equalization fund. The tenure law does not apply to: administrative personnel required to hold administrative certificates who spend more than one-half time in administrative duties; personnel who reach age 62 prior to the last day of the school year; personnel holding substandard certificates or those who do not meet professional qualifications required by governing boards; or to personnel filling positions of certified employees in military service.

Probationary service—Three years and election for fourth year. A teacher must be given notice before the closing day of school, stating whether the board desires to continue or discontinue the service of such teacher for the ensuing school year.

Tenure Provisions

On or before the last day of school, the board must serve written notice of re-employment or dismissal on each certificated teacher. Failure to serve written notice means that the teacher has been re-employed for the ensuing year if the teacher serves a written acceptance of re-employment within 15 days from the end of the school year.

If the teacher receives notice of re-employment, he must accept or reject in writing within 15 days. Re-employment ordered by a court must be accepted in writing within 15 days. Written contracts must be signed at least 10 days prior to the opening of school. The employment contracts must be on a form approved by the state board of education, and must include the term of service, salary, method of payment, and causes for termination. The contract term is for one year, except that administrators may be issued contracts for a term not to exceed two years.

Dismissal procedure at end of school year—If notice is served to dismiss the teacher at the end of the school year, it must specify a place and date for hearing, not less than five nor more than 10 days from the date of the notice, at which the teacher may appear. The notice must be served personally on the teacher as provided by law for civil service of process, and proof must be made by affidavit by the person who served the notice on the teacher. The notice must contain the causes for the dismissal. These causes must be those set out in the uniform contract or other good and just cause.

The state board must prescribe standards for hearing procedures which shall include testimony under oath, right of parties to be represented by counsel and to cross-examine witnesses, and a written record of the proceedings.

The state board must also prescribe standards for local boards to follow for supervision and correction of teachers whose work is unsatisfactory before they resort to dismissal. Written records must be kept by the local school board of all actions to improve a teacher's unsatisfactory work performance and must be introduced at any hearing for the teacher conducted by the local school board. The decision of the local school board to dismiss the teacher is to be based on the evidence in the record.

The teacher may appeal from an adverse decision to the state board within 10 days after receiving the decision. The state board within 30 days of the filing of the appeal must require the local board to file a transcript of the record, and must review the record to determine whether to allow the appeal. The state board must notify the teacher of its decision to grant or deny the appeal within 10 days after it is reached. If the appeal is granted, the state board must review the local board's procedures from the inception of the cause on which the original dismissal action is based to see if the prescribed state board procedures were followed. If the state board finds that there has been a substantial departure from the procedures to the prejudice of the teacher, the teacher shall be considered to be re-employed for the next year. Either the teacher or the local board may appeal to the district court from the decision of the state board for a trial de novo.

Dismissal procedure during school year—A teacher may be dismissed during the school year for good and sufficient cause only, upon service of written charges with at least five days' and no more than 10 days' prior notice of the time and place of a hearing. The teacher has the right to appear in person and with

counsel, and to cross-examine witnesses. The local board is required to keep a complete transcript of the hearing, and must give its decision in writing within 10 days of the hearing. The teacher has the right to appeal to the state board of education within 10 days of service of the local board's decision. The local board must furnish certified hearing transcripts to the state board which in turn must send one to the teacher with notice of the time and place of the appeal.

The state board is required to review the procedures followed by the local board from the inception of the cause on which the dismissal is based to determine whether the dismissal was justified and whether there was a substantial departure from the statutory procedures which were prejudicial to the teacher. As of the date of service upon the teacher of the decision of the local board to discharge the teacher, the payment of salary is terminated. If the state board does not affirm the discharge on appeal, the payment of salary shall be reinstated in full, less any amount received from another school board in the interim.

The teacher may appeal the decision of the state board to the court of appeals within 30 days of receipt of a written copy of the state board decision.

NEW YORK

Reference: *McKinney's Consolidated Laws of New York, Education Law.* Secs. 1102, 2509, 2573, 3011, to 3014, 3019a, 3020a.

Coverage—State-wide, except for certain rural districts. Provisions differ according to classes of school districts.

In nontenure areas under three trustees or a board of education, only a one-year teaching contract can be given. But if a teacher serves in the same district for three consecutive years immediately prior to the execution of the contract, the contract may be made for a period up to five years; in districts having a sole trustee, a teaching contract cannot be extended beyond the expiration date of the trustee's term of office.

Union Free School Districts

Coverage—Teachers, principals, supervisors, and all other members of the teaching and supervising staff in union free school districts of over 4,500 enrollment and employing a superintendent.

Probationary service—Three years. A probationary teacher may be dismissed at any time on the recommendation of the superintendent by majority vote of the board. Persons not to be recommended for tenure must be notified in writing 60 days prior to the end of the probationary period.

At the expiration of the probationary period the superintendent shall make a written report to the board of education recommending for appointment on tenure those persons who have been found competent, efficient, and satisfactory.

Tenure Provisions

Persons who have served the probationary period and who are accorded tenure, shall hold their respective positions during good behavior and efficient and competent service.

Causes of dismissal—Insubordination, immoral character, conduct unbecoming a teacher, inefficiency, incompetency, physical or mental disability, or neglect of duty.

Notice, hearing, and appeal—All charges against a tenure teacher must be in writing and filed with the clerk of the district between the opening and the closing of the school year. No charges may be brought against a tenure teacher more than five years after the occurrence of the alleged incompetency or misconduct except where the misconduct charge constitutes a crime when committed.

Upon receipt of the charges the clerk must notify the board. Within five days the board, in executive session, by majority vote, must determine whether probable cause exists to bring charges against the teacher. If it decides in the affirmative, a written statement specifying the charges in detail and outlining rights under the statute must be forwarded to the teacher. The teacher may be suspended pending the hearing. The teacher has five days to request a hearing. If the right to a hearing is waived, the board has five days to determine the case and fix the penalty or punishment. If the teacher does request a hearing, the clerk of the board shall, not later than the end of the five-day period allowed the teacher, notify the commissioner of education of the need for a hearing. The hearing, which is before a three-member panel, must be held within 15 days of the request.

Upon receipt of the request for a hearing, the commissioner of education shall schedule such, to be held in the local school district. The commissioner must then notify the teacher and the board of the time and place of the hearing and the procedures to be used in selecting the hearing panel. The commissioner must maintain a list of hearing panel members, composed of professional personnel both with and without administrative or supervisory responsibility, chief school administrators, members of employing boards and others, selected from lists of nominees submitted by state-wide teacher organizations, school administrators and supervisors, and employing boards.

The hearing must be held before three persons who are not residents or employed in the territory under the jurisdiction of the employing board; one member is chosen by the teacher, one by the board of education, and the third by the first two. Each hearing shall be conducted by a hearing officer designated by the commissioner of education and may be public or private at the option of the teacher. The teacher must have an opportunity to testify in his own behalf and is entitled to counsel and has the right to subpoena and

cross-examine witnesses. All testimony must be under oath, and a transcript made of the proceedings, a copy of which must be furnished free of charge to the teacher upon request. Within five days of the conclusion of the hearing, the commissioner must forward a report of the hearing, including the findings and recommendations of the panel and their recommendations as to penalty, if warranted, to the teacher and the clerk of the board. Within five days of receiving the report, the board shall determine the case by majority vote and fix the penalty which may be a reprimand, a fine, suspension for a fixed time without pay, or dismissal. If the employee is acquitted, he must be restored to his position with full pay and the charges expunged from his record.

Appeal is to the commissioner of education or by certiorari to the court. If the latter appeal is taken, the decision of the board is deemed final for the purpose of the proceeding.

City School Districts

Provisions vary slightly depending on the size of the city.

Coverage—Teachers, principals, supervisors, directors, district superintendents, and other members of the teaching and administrative staff except associate superintendents and examiners.

Probationary service—The board may fix the probationary period from one to three years. If the teacher has been a substitute for two years, only a one-year probationary period is required. Prior service counts toward the fulfillment of the probationary period. A teacher who is not to be recommended for tenure must be notified in writing 60 days prior to the expiration of the probationary period. In cities of over 125,000 persons with licenses obtained as a result of examinations announced after April 22, 1969, appointed upon conditions that all announced requirements for the position be fulfilled within a specified period of time, shall not acquire tenure unless and until such requirements have been completed within the time specified notwithstanding the end of the probationary period.

In cities of less than 400,000, the superintendent makes his recommendation for tenure at the end of the probationary period or six months prior thereto. Those persons recommended and all other employed in the teaching, examining, or supervising service of the schools in the district, who have served the probationary period shall hold their respective positions during good behavior and efficient and competent service.

In cities of over 400,000, the superintendent recommends tenure, and the board issues to such persons permanent certificates of appointment.

Tenure Provisions

Causes of dismissal—The causes for dismissal are the same as those described above for a union free school district. In cities of over 125,000 no charges may be brought against a tenure teacher more than three years after the occurrence of the alleged incompetency or misconduct, except when the misconduct charge constitutes a crime when committed.

Notice, hearing, and appeal—The notice and hearing requirements are identical to those set out for union free school districts, except that in cities over one million population (New York City) the board may appoint a trial examiner to conduct the hearing. The report of the trial examiner is subject to final action of the board, each member voting after having reviewed the testimony and having acquainted himself with the evidence. Testimony must be given under oath, and witnesses may be subpoenaed. The penalty which the board shall impose is required to be by majority vote, and it may be reprimand, fine, suspension for a fixed time without pay, or dismissal. Appeal is to the commissioner or certiorari to the court.

No tenure teacher or other nonsupervisory employee with tenure may be suspended more than 90 days pending a hearing and determination of the charges, and the imposition of penalty or punishment. A teacher who is acquitted is restored with full pay for the period of suspension.

Districts Other Than the Two Classes Above

In districts that have eight or more teachers but are not union free school districts, or city school districts, separate provisions apply with regard to coverage and the probationary period. The notice, hearing, and appeal procedures are the same as those set out for union free school districts.

Coverage—Teachers, principals, supervisors, and all other members of the teaching and supervising staff.

Probationary period—Not to exceed five years. The principal of the district must furnish the district superintendent with a list of those persons found competent, efficient, and satisfactory, and from this list the superintendent shall designate those persons he recommends for tenure. The principal of the district must be recommended for tenure by the district superintendent. By majority vote the board of education may confer tenure on any or all of those persons recommended. Any person not to be recommended for tenure must be notified in writing 60 days prior to the expiration of the probationary period.

Other provisions—Supervisors and teachers employed by a county vocational education and extension board are subject to a probationary period not to exceed three years. Otherwise the provisions regarding probationary service and tenure are the same as those set out above for employees in union free school districts.

In all school districts, notwithstanding any other provision of the law, no period in any school year for which there is no required service and/or for which no compensation is provided shall in any event constitute a break in or suspension of the probationary period or the continuity of tenure rights of any of the persons covered.

Teachers wishing to terminate services are required to give 30 days' written notice prior to the termination date.

NORTH CAROLINA

North Carolina has no tenure law. A description of the contract law of the spring notification type follows.

Reference: *General Statutes of North Carolina.* Secs. 115-142; 115-145; 115-67.

Contracts with teachers, principals, and other professional school employees (defined as persons holding positions for which the State Board of Education has established certification requirements), except superintendents, shall be made for the next succeeding year, or for the unexpired part of the current year. A teacher, principal, or other professional employee in a particular administrative unit shall file application in writing with the county or city superintendent. All contracts must be on forms furnished by the state superintendent of instruction. The prospective employee must execute and return the contract to the superintendent within 15 days of its delivery, or else the contract is considered rejected.

All contracts entered into between a school board and a teacher, principal, or other professional employee, shall continue from year to year unless the board notifies the employee by registered letter prior to the close of the school year that the contract is to be terminated.

Suspension and Dismissal Provisions During the Contract Term

Causes for dismissal—Immoral or disreputable conduct, failure to comply with the provisions of the contract, incompetence, willful refusal to discharge the duties of a teacher or principal, or persistent neglect of duty.

Notice, hearing, and appeal—Charges must be filed in writing in the office of the superintendent and the teacher or principal given five days after notice in which to appear before the board of the district committee before whom the matter is being investigated. The hearing must be full and fair.

The decision of a district committee may be appealed to the county board, and thereafter to the courts. Decisions of a county or city board may be appealed directly to the courts.

Suspension—A teacher or a principal may be suspended by the superintendent for incompetence, for failure to give instruction in accordance with the superintendent's directions, or for refusal to cooperate in teachers' meetings. Appeal may be taken to the board of education and then to the courts.

NORTH DAKOTA

Reference: *North Dakota Century Code.* Secs. 15-47-26, 15-47-27, 15-47-38.

Coverage—State-wide; covers teachers, principals, and superintendents in all classes of school districts. and all persons employed in teaching in any state institution, including institutions of higher learning.

Probationary service—No mention.

Tenure Provisions

School boards must notify teachers in writing not earlier than February 15 nor later than April 15 if the contract is or is not to be renewed for the ensuing school year. Failure to give notice of nonrenewal constitutes an offer by the board to renew the contract for the next school year under the same terms and conditions contained in the contract for the current year. A teacher must have 30 days within which to accept or reject the offer. The teacher's failure to give written notice of acceptance or rejection of the offer, made by action or inaction of the board, on or before the specified date or May 15, whichever is earlier, is deemed a rejection, and relieves the board of the continuing contract provisions.

Notice and hearing—The school board must give the teaching 10 days' advance notice in writing of its contemplated decision of dismissal or nonrenewal of the contract.

The teacher must be informed in writing of his rights to a hearing before the school board to be held prior to its final decision to discharge him or not renew his contract. Unless the teacher and the board agree to admit others, the hearing shall be private. The board must explain and discuss in the hearing its reasons for the contemplated decision.

No liability attaches for any oral or written statement made during such school board meeting.

OHIO

Reference: *Page's Ohio Revised Code Annotated 1953.* Secs. 3319.07 to 3319.18.

Coverage—State-wide; covers teachers, principals, supervisors, superintendents, and other educational personnel for which the state board of education requires certification.

Probationary service—Provision is made for tenure and for limited contracts, the latter for not more than five years. A teacher is eligible for tenure (called continuing contract status) if he has served at least three years out of last five years, and is recommended by the superintendent; or after two years in one district following permanent tenure elsewhere, but in this instance, if the school superintendent so recommends, the board may grant the teacher tenure at the start of employment in the new district or at any time within the two years.

At the end of the probationary period the superintendent may recommend a two-year limited contract unless the teacher served on permanent tenure elsewhere, provided the teacher receives written notice of the superintendent's recommendation with reasons directed at professional improvement and also written notice of the board's action on the recommendation by April 30, but upon subsequent re-employment only a continuing contract may be entered into. If the board does not give the teacher written notice by April 30 of its action on the superintendent's recommendation for a limited contract not to exceed two years, the teacher is deemed re-employed under a continuing contract. Acceptance of the continuing contract is presumed unless the teacher notifies the board in writing to the contrary by June 1.

A teacher eligible for continuing contract status, but who is employed under an additional two-year limited contract, is entitled to continuing contract status at the end of this period, unless the board, acting on the superintendent's recommendation, notifies the teacher in writing of non-re-employment by April 30.

Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract, is deemed re-employed at the expiration of his contract term, unless the board, on recommendation of the superintendent, gives him written notice of non-re-employment by April 30. The teacher must notify the board by June 1 of acceptance of employment. Failure of the parties to execute a written contract does not void the automatic re-employment of the teacher.

Failure of the superintendent to make a recommendation, or failure of the board to give the teacher written notice shall not prejudice or prevent the teacher from being employed under either a continuing or limited contract, as the case may be.

By court decision, continuing contract status does not apply to the positions of superintendent or assistant superintendent. The statute provides that school superintendents may be employed for a term not to exceed five years, beginning August 1 and ending July 31. At the expiration of his current term, the superintendent is deemed re-employed for another year unless the board before March 1 of the year that his contract expires either re-employs him for a succeeding term or notifies him of its intention not to re-employ him. If the superintendent is employed on a continuing contract, the board may state by resolution that he continue as a superintendent for a term not to exceed five years, and during such term, he may not be transferred to any other position.

Tenure Provisions

Except by mutual agreement a teacher employed under contract in an administrative or supervisory position may not be transferred to a position of lesser responsibility during the life of his contract. No contract or supplemental contract for the employment of a teacher may be terminated or suspended by the board of education except for legally specified reasons and the salaries and compensations prescribed by the contracts may not be reduced unless part of a uniform plan affecting the entire district.

If decreased enrollment, suspension of schools, return to duty of regular teachers after leave of absence, or territorial changes necessitate a reduction in the number of teachers, seniority rights are to be observed, and dismissed teachers have the right to restoration in order of seniority.

If schools are transferred to another district, or if a new district is created, tenure teachers have the same rights in the new district. In the event of reduction of teachers in the new district, the teaching

service rendered in the previous school district prior to the transfer or merger to create the new district must be included as part of the teacher's seniority.

Causes for dismissal—Gross inefficiency, immorality, willful and persistent violations of reasonable regulations of the board, or other good and just cause.

Notice, hearing and appeal—Notice must be given with a statement of cause. The teacher must request a hearing within 10 days. The hearing must be set within 30 days after the request, and 15 days' notice of the date of the hearing given. No hearing may be held during the summer without the teacher's consent. Hearings are private unless a public hearing is requested by the teacher. Hearings are to be conducted by a majority of the board. A stenographic record is to be kept and furnished the teacher. At the hearing the teacher may be represented by counsel; witnesses must testify under oath; the teacher or counsel may cross-examine witnesses and have witnesses subpoenaed. If the board decides not to dismiss the teacher, the charges and record of the hearing shall be physically expunged from the minutes of the board. Appeal by the teacher is to the court in an original action and must be taken within 30 days.

Suspension—If the teacher was suspended pending the hearing and then acquitted, he is entitled to pay for the period of suspension.

Other provisions—No resignations are permitted after July 10 or during the school year, without the consent of the school board. At other times five days' written notice must be given. If the employing board complains to the state board regarding an unauthorized resignation, and the state board investigates and agrees, the teacher's certificate may be suspended for not more than a year.

OKLAHOMA

Reference: *Oklahoma Statutes Annotated.* Title 70, sec. 6-1, 6-2, 6-24.

Coverage—State-wide; covers teachers.

Probationary period—The statutory provisions do not refer to a probationary period. However, teachers who have served three years have hearing rights before non-renewal of contract is effective (see below). School boards are authorized to enter into written contracts with teachers for the ensuing school year. If prior to April 10, the board has not entered into a written contract with a regularly employed teacher, or notified him in writing of non-re-employment for the next year, and if by April 25, the teacher has not notified the board of his desire not to be re-employed in the school district for the next year, the teacher shall be considered as employed on a continuing contract basis on the same salary schedule used for other teachers in the school district for the ensuing fiscal year. The employment and continuing contract shall be binding on the teacher and on the school district.

Tenure Provisions

Causes for dismissal—Any teacher may be dismissed at any time for immorality, willful neglect of duty, cruelty, incompetency, teaching disloyalty to the American Constitutional system of government, or any reason involving moral turpitude.

Notice, hearing, and appeal—Before any teacher may be dismissed, written notice must be given him by the board in independent school districts and by the superintendent in dependent school districts. The notice must contain a statement of charges upon which a hearing is sought and by whom brought. The teacher must be notified of the date of the hearing which may not be more than 10 days from the date of the notice. The teacher is entitled to be present and to be represented by counsel. In a dependent school district the hearing is before the county superintendent and the board of education. Hearings are held befor the board of education in independent school districts. In all cases a majority vote of the board is required to convict the teacher of the charges and in dependent school districts, the superintendent must concur. In cases involving incompetency or neglect of duty the decision arrived at at the hearing is final; in cases involving moral turpitude an appeal may be taken to the district court of the county.

Failure to renew the contract of a teacher who has served three years is not effective and the contract is considered renewed unless a written statement of nonrenewal, including the cause for such action, is served on the teacher and an opportunity for a hearing before the board is provided for reconsideration of the board's action.

Before final decision, the teacher may appeal the board action to the Professional Practices Commission which must allow a hearing and review the facts. The Commission must report its recommendation to the State Board of Education. Upon request, the teacher is then entitled to a hearing before the state board, which must set a hearing date and notify the teacher within 10 days after receipt of the Commission recommendation. At the hearing, both the local board and the teacher shall be advised of the Commission's action and be allowed to be heard. The hearing may be private if agreed on by all parties concerned.

The decision of the state board upholding the local board or finding that the dismissal was without cause or without fault on the teacher's part is final. A finding in favor of the teacher does not reinstate the contract.

OREGON

In Oregon, tenure provisions are not state-wide in scope. The extent of coverage is described below. Contract provisions in nontenure areas are as follows:

In nontenure areas with an average daily membership in excess of 800 pupils, but not over 4,500, contracts of teachers and administrators who have been employed in the school district for three successive years shall be renewed by March 15 for another three-year period, if the board decides to rehire them. Each further renewal shall be for three years, but shorter periods are allowed if requested by the teacher or administrator. If a school district under this section merges with or annexes one or more school districts and the new enlarged district does not come under the tenure provisions, teachers and administrators retain their contracts under the same conditions and teachers and administrators who did not come under this section previously may count two years of their previous service toward the three-year service requirement. Should the board fail to give notice of renewal or nonrenewal of the contract by March 15 preceding the expiration of the contract term, the teacher or administrator is deemed re-elected for the following school year at a salary no lower than that of the previous year. An action in mandamus may be brought to compel the board to issue a one-year contract for the following year. If the board gives notice of nonrenewal of the contract, the reason for the nonrenewal must be furnished to the teacher on request. (*Oregon Revised Statutes.* Secs. 342.505, and 352.508.)

In nontenure areas with average daily membership under 800, school boards must give to all teachers and administrators by March 15 written notice of election or dismissal for the following school year. Reasons for nonrenewal must be furnished on request. The board must be notified of acceptance or rejection of the contract by April 1. Failure of the board to give notification of nonrenewal is deemed to be re-election, and an action in mandamus may be brought to compel the board to issue a contract for the following year (sec. 342.513).

Grounds for dismissal during the contract term in nontenure areas are the same as under the tenure law. A school district wishing to dismiss a teacher or administrator during the contract term must give the employee written notice of the charges and an opportunity to be heard in his own defense in person or by an attorney. However, for a breach of a contract of teaching, the teacher or the school district have their ordinary legal remedies.

The following is a summary of the tenure law.

Reference: *Oregon Revised Statutes.* Secs. 342.805 to 342.955.

Coverage—Teachers, supervisors, principals, vice-principals, and directors of departments in districts with average daily membership exceeding 4,500; in districts where tenure was in effect on August 24, 1965; and in any district following the date on which it is merged into or consolidated with a tenure district. Superintendents, deputy superintendents, assistant superintendents, and substitute and temporary teachers are excluded from coverage.

Probationary service—Three successive school years in a tenure district (whether or not the district was a tenure district during such probationary period) and re-election for a fourth year by the tenure district. Probationary teachers may be dismissed at any time for any cause the board deems sufficient. The board may refuse to renew the contract of any probationary teacher or re-employ any teacher who is not under contract. The teacher is entitled to notice of the intended board action at least 10 weeks before his contract expires or at the end of the school year; whichever occurs first.

Tenure Provisions

At the end of the probationary period, and re-election for the next school year, the teacher becomes permanent. A permanent teacher cannot be dismissed, nor can he be employed on a part-time basis without his consent, except as provided for under the tenure law. A permanent teacher who serves as an administrator in a particular position for three successive years in a tenure district cannot be transferred to a lower paying position as an administrator without his consent, except for reasons for which a permanent teacher may be dismissed and in accord with the statutory dismissal procedure.

A teacher may be retired on July 1 next following attainment of age 65, but on written recommendation of the district superintendent that continued service of the teacher beyond that age is in the public interest, and upon the board's approval, the teacher may be continued in service for successive periods of one year each.

A record of complaints against the teacher and the teacher's denials or explanations, and commendations of or written suggestions for improvement is to be kept on file in the district superintendent's office. The complaints, commendations, and suggestions shall be signed by the persons making them and shall be placed in the teacher's personnel file only after reasonable notice is given to the teacher. The personnel file shall be open to inspection by the teacher, and shall be open to inspection by other persons only in accord with the board rules and regulations.

Causes for dismissal—Inefficiency, immorality, insubordination, neglect of duty, physical or mental incapacity, conviction of felony or a crime involving moral turpitude, inadequate performance, failure to comply with reasonable requirements of the board to show normal improvement and evidence of professional training and growth; or any cause which constitutes grounds for revocation of the teaching certificate.

In determining whether the performance of a permanent teacher is adequate, consideration shall be given to regular and special evaluation reports and to any written standards of performance the employing board has adopted.

Professional Review Committee—The tenure law provides for a Professional Review Committee of 33 citizens of recognized scholarship and professional standing who have been actively and continuously engaged in teaching or supervision in the schools in Oregon for five years preceding their appointment on the committee. The members are appointed by the state school superintendent with the advice and consent of the state board of education, and serve three-year terms. A teacher who is notified that the superintendent is recommending his dismissal, has the right to request a review of the proposed action by a five-member panel drawn from Professional Review Committee. No panel member may be from the teacher's district. The teacher and the superintendent each have the right to designate as unacceptable not more than three of the 33 persons on the committee. The employing school board is required to pay reasonable expenses incurred by the five-member panel during the investigation, including salaries of substitute teachers to take over their school duties up to a total of 25 days.

Notice, hearing, and appeal—The district superintendent must recommend the teacher's dismissal to the school board before the board can act. Before making his recommendation, the superintendent must give the teacher at least 20 days' written notice by certified mail of his intention, together with the grounds for the dismissal. The notice must include a copy of the tenure law, and a statement that the teacher may within 15 days of its receipt, request to have the proposed dismissal recommendation reviewed by a five-member panel of the Professional Review Committee. If the teacher files no request for such review, the superintendent may file his recommendation with the board which may dismiss the teacher. If the teacher requests a review, the superintendent cannot file his recommendation for dismissal with the board until he receives the report of the panel.

Five-Member Panel Review—Within five days of receiving the teacher's request for a review by the panel, the superintendent must notify the state school superintendent, who has 10 days to designate the five-member panel. The panel is empowered to conduct an investigation into the charges, and to subpoena witnesses and records. The teacher has a right to a hearing before the panel, to appear with counsel or with any other person he chooses, and to present evidence and arguments. The panel must complete its investigation and must prepare and file a written report with the district superintendent, within 30 days, unless it finds in the interest of justice, that more time needs to be spent on the investigation and the report, and so notifies the teacher and the superintendent.

Within 30 days of receiving the panel's report, the district superintendent can either drop the charges, or make a written recommendation for the teacher's dismissal to the board, attaching a statement of the grounds and a copy of the panel's report.

School board procedures—Within 20 days of the filing of the superintendent's recommendations, and before the board may take any formal action on it, the board must notify the teacher by certified mail and furnish him copies of the recommendation and the panel's report.

The teacher has 15 days to notify the board of his unwillingness to abide by the superintendent's recommendation. If the teacher does not do so, the board may dismiss the teacher. If the teacher notifies the board that he is unwilling to abide by the superintendent's recommendation, the board must set a time and place of a hearing and give the teacher at least 10 days' advance notice.

The hearing is private unless the teacher requests a public hearing. The teacher has the right to appear with counsel, to be heard and to present witnesses to testify on whether grounds for dismissal exist or whether the statutory procedures have been followed. The hearing is to be conducted under reasonable rules and regulations adopted by the school board, or if no local rules were adopted, under state board of education rules and regulations relating to such hearings. If the panel finds that the grounds for the superintendent's recommendation are true and substantiated, the hearing may be informal. At such hearing, the board is to consider the recommendation of the superintendent, the report of the panel, including any minority report, and the evidence presented by the teacher. If the board finds that the grounds for the superintendent's recommendation are true and substantiated, it may dismiss the teacher. Under these circumstances, the teacher may appeal the decision by applying to the court for a writ of review.

A more formal board hearing is required if the panel does not find that the grounds for dismissal in the superintendent's recommendation are true and substantiated. The board must make such a finding on the basis of competent evidence adduced at the formal hearing. The witnesses must testify under oath. The hearing procedure must permit a full, fair, and orderly hearing, and permit the receiving of all relevant competent evidence. A full record must be kept of all the evidence offered and taken at this hearing. Each side may subpoena witnesses and each has the right to cross-examine witnesses. The school board need not pay witness fees for more than 10 witnesses subpoenaed by the teacher. The board must render its decision only on the basis of the evidence submitted at the hearing. The findings and the decision must be in writing and served on the teacher. A record of the proceedings shall be made available to the teacher without charge for use on appeal to the circuit court.

The teacher dismissed after a *formal hearing,* may within 30 days of receiving the dismissal notice appeal the board's decision to the circuit court in the county in which he is employed under procedures that apply to appeals in equity cases. The board must pay the cost of preparing the transcript on appeal. The teacher may also appeal to the court for a writ of review.

Suspension—The board may suspend a teacher without notice and hearing on grounds of immorality, insubordination, neglect of duty, physical or mental incapacity, conviction of a felony or a crime involving moral turpitude, and when the board is of the opinion that immediate suspension of the teacher is in the best interest of education in the district. Procedures must be started to dismiss the teacher within five days after the suspension in accordance with the provisions in the tenure law. If after a hearing the board decides no grounds for dismissal exist, the teacher must be reinstated immediately with pay for the period of suspension.

PENNSYLVANIA

Reference: *Purdon's Pennsylvania Statutes Annotated.* Title 24, secs. 11-1101, 11-1108, 11-1121 to 11-1132.

Coverage—State-wide; covers all professional employees who are certificated as teachers, supervisors, supervising principals, principals, assistant principals, vice-principals, directors of vocational education, dental hygienists, visiting teachers, home and school visitors, school counselors, child nutrition program specialists, school secretaries, the selection of whom is on the basis of merit as determined by eligibility lists, school nurses, and other regular full-time employees certified as teachers.

Probationary service—Two years. The law distinguishes a substitute from a temporary professional employee. The latter means "any individual who has been employed to perform, for a limited time, the duties of a newly created position or of a regular professional employee whose services have been terminated by death, resignation, suspension or removal." A temporary professional employee is rated at least twice a year and cannot be dismissed unless rated unsatisfactory and given 10 days' notice. If rated satisfactory during the last four months of the second year of service, such an employee attains the status of a "professional employee" and must be tendered a regular contract of employment.

Once tenure status has been attained in a school district, another probationary period need not be served in any other school district in the state.

Tenure Provisions

The contract form is included in the tenure law. All professional employees are subject to a rating of efficiency. Notice of unsatisfactory rating must be sent to the employee within 10 days; all unsatisfactory ratings are subject to approval by the superintendent. School boards must keep a permanent record system containing the ratings of each professional employee. No professional employee may be dismissed unless rating records have been kept on file by the school board.

Boards of school districts may retire a tenure teacher upon evidence of disability, or after the age of voluntary retirement, or at age 62, except that if he is a member of the social security system, his employment may be terminated at age 65 or at the age he becomes eligible for full social security benefits.

No demotions or reduction in salary can be made without a hearing. Suspensions by school boards are authorized for a substantial decrease in enrollment or for curtailment or alteration of the educational program on recommendation of the superintendent, concurred in by the board and approved by the state department because of decline in class or course enrollment or to conform with standards required by law or recommended by the state department. Suspension is also authorized when staffs are reduced because of school consolidation or school district reorganization.

Suspensions for the reasons above must be based on efficiency rank determined by ratings made according to standards and regulations determined by rating cards required to be kept. In case of suspensions, employees are to be released on the basis of seniority rights acquired within the school district if there is no difference or no substantial difference in the ratings; if there are substantial differences in ratings, seniority shall be given consideration according to weighting principles incorporated in the rating cards. Where there is a merger, jointure, or a union school district formed, or a new school district is formed as a result of reorganization of school districts, the employee retains the seniority he had at the time this occurred. Reinstatement is in order of suspension.

Causes for dismissal—Immorality, incompetency, intemperance, cruelty, persistent negligence, mental derangement, persistent and willful violation of school laws, or un-American activities.

Notice, hearing, and appeal—Charges must be preferred and a notice with detailed statement of charges given; a hearing must be held not less than 10 nor more than 15 days after notice. Hearings are public unless private at the request of the teacher. The teacher has the right to be heard, either in person or by counsel or both, and to present witnesses. Witnesses may be subpoenaed. All testimony must be under oath; testimony must be recorded. The decision of the board is to be by a two-thirds vote of all members, no member voting if related to the accused within a specified degree. The decision of the board must be sent to the teacher within 10 days after the conclusion of the hearing. If the final decision is favorable to the teacher, the charges must be completely expunged from the records, but the teacher must get a transcript of the record of the hearing.

Appeal may be taken to the state superintendent within 30 days. The superintendent must fix a day for a hearing no sooner than 10 nor later than 30 days after the petition. Appeal may be taken from the decision of the state superintendent to the court within 30 days after the superintendent's decision. The court hearing is to be held no sooner than 10 nor more than 20 days after the petition is filed. Appeal may be *de novo* on the request of either the teacher or the school board.

RHODE ISLAND

Reference: *General Laws of Rhode Island, 1956.* Secs. 16-13-1 to 16-13-8.

Coverage—State-wide; covers teachers and all other certificated employees.

Probationary service—Three years during which annual contracts may or may not be renewed upon notice on or before March 1. A teacher whose contract is not renewed may request a statement of the cause for dismissal or nonrenewal, and the teacher is also entitled to a hearing as set out in the tenure law.

A teacher with tenure who voluntarily resigns and transfers to another school system in the state without interrupting his professional career remains under the tenure law unless notified to the contrary in writing before March 1, of the second year in which he transfers.

Tenure Provisions

Causes for dismissal—Tenure teachers may not be dismissed except for good and just cause.

Notice, hearing, and appeal—Statement of cause for dismissal must be given the teacher at least one month before the close of the school year. The teacher must request a hearing within 15 days of notice. The hearing shall be before the full board, public or private at the option of the teacher. The teacher may be represented by counsel and present witnesses. A record of the hearing shall be kept and furnished the teacher. Appeal may be made to the state department and further appeal may be made to the court.

Suspension—Teachers may be suspended for good and just cause, but if after a hearing requested by the suspended teacher, he is acquitted, he shall be paid full salary for the period of suspension.

Suspension because of decrease in pupil population within the school system must observe seniority unless it is necessary to retain certain teachers of technical subjects whose places cannot be filled by teachers of earlier appointment. Suspended teachers are to be reinstated in inverse order of suspension, no new appointments being made while there are available teachers so suspended.

SOUTH CAROLINA

South Carolina has no tenure law.

Reference: *Code of Laws of South Carolina, 1962. Sec. 21-228.*

The only statutory provision in effect is that no contract for employment of teachers shall be entered into before April 15.

In 1955, the legislature repealed the state-wide spring notification type continuing contract provision. The local tenure provision applicable to Richland County was repealed in 1956.

SOUTH DAKOTA

Reference: *South Dakota Compiled Laws 1967.* Secs. 13-43-9—13-43-13; 13-43-15.

Coverage—Teacher is defined in the statute to mean any person engaged in the profession of teaching children in kindergarten through grade 12 in the public schools, and any person employed as a principal, superintendent, or other administrative school employee.

Probationary service—The statute does not mention a probationary period; however, teachers who are properly qualified by the state department of education, and who have been employed by any school board in the state for at least two successive years are entitled to notification of nonrenewal of contract.

Tenure Provisions

Teachers must be notified of nonrenewal of their contracts on or before April 1 of the current school year. Failure to notify of nonrenewal constitutes a renewal of the current contract under the same terms and conditions. Terms may later be changed by mutual consent of the teacher and the board.

When an offer of renewal is made, the board must submit a written contract to the teacher by May 1 and notify the teacher that acceptance is required within 15 days. If the teacher fails to sign the contract within 15 days, the offer is deemed revoked.

Causes for dismissal—Violation of the contract, gross immorality, incompetency, or flagrant neglect of duty.

Notice and hearing—If the teacher receives notification that the contract is not to be renewed, he may, within 7 days, request a hearing before the board, meeting in executive session. At the hearing which must be held within 7 days after the request is received, the board must state the reasons for its determination. All statements made are privileged. Upon 2 days' notice to each other both parties may be represented by counsel and have a full opportunity to present evidence. The board must give written notice of its final determination to the teacher within 7 days. The decision of the board is final.

Other provisions—If the teacher "breaks" or "jumps" the contract without mutual agreement, the teacher's certificate shall be suspended.

TENNESSEE

Reference: *Tennessee Code Annotated.* Secs. 49-1401 to 49-1418, 49-1423.

Coverage—State-wide; covers teachers, supervisors, principals, superintendents, and all other certificated employees. Administrative and supervisory personnel have tenure as teachers but not necessarily in the positions they hold. Teachers in schools and institutions under the jurisdiction of the state board of education are covered under a separate statute which directs the state board to issue tenure regulations for this group. Provisions for notice, hearing, and judicial review described below apply to these teachers also.

Probationary service—Three years and re-election for the fourth year or not less than 27 months within a five-year period, as a regular teacher within the last year. Prior to re-election, the school superintendent must notify the school board that the teacher will attain tenure if re-elected. Tenure teachers must serve another probationary period upon moving to another system, unless the new employer, on recommendation of the superintendent, waives the requirement or shortens the probationary period. Nontenure teachers continue to be employed under previously enacted continuing-contract law, prescribing notice of nonrenewal of contract 30 days before the end of school.

Tenure Provisions

After completing the probationary period, teachers who have a degree from a four-year college and hold a professional certificate are granted permanent tenure; those not eligible for classification as permanent tenure teachers shall be granted limited tenure status if they have completed at least two years of college and hold a professional certificate. Limited tenure shall be for three-year periods during each of which the teacher shall earn not less than 18 quarter hours of college credit. A limited tenure teacher shall become a permanent tenure teacher when he earns a bachelor's degree and otherwise qualifies.

Tenure ceases on July 1 following the teacher's 65th birthday. The board has discretion under the retirement law to employ teachers who have attained age 65 on a yearly basis until age 70.

Thirty days' notice is required before a teacher may resign, and if the teacher fails to give such notice, in the absence of mitigating circumstances, shall forfeit tenure status unless the board waives the requirement.

A teacher breaking a contract without justifiable reason shall not be given permanent status in any other local school district until he has served a 5-year probationary period. This provision applies if the school board with whom the teacher has broken the contract informs the state commissioner of education of the breach, and requests him to so notify all local school boards in the state. If the local board informs the commissioner that it no longer holds the breach of contract against the teacher, the penalty provision is lifted at once. Justifiable reason for breaking the contract is defined as: (a) incapacity to perform the contract, as evidenced by a certified statement of a physician approved by the local school board; (b) military draft; and (c) contract release by the local school board.

Causes for dismissal—Tenure teachers may be dismissed or suspended for incompetence, inefficiency, neglect of duty, unprofessional conduct, or insubordination; these terms are specifically defined in the law.

The board has authority to dismiss teachers because of a decrease in enrollment or for other good reason to reduce the number of teaching positions. Written notice of dismissal is required to explain the circumstances or conditions making dismissal necessary, and such teachers shall be placed on a preferred list for re-employment in the first vacancies for which they are qualified, provided that the board may evaluate each teacher's competence to properly discharge the duties required in such vacancy considered in the light of the best interests of the students.

Notice, hearing, and appeal—Charges must be signed by the party making the charges. The teacher shall be sent notice on a form prepared by the state superintendent advising him of his legal duties, rights, and recourse under the law.

Within 10 days after receipt of the notice the teacher may demand a hearing in writing; the superintendent shall give notice of the date and place of the hearing within five days of receipt of such request, and the hearing shall be not later than 30 days following the notice of dismissal or suspension. At the hearing

the teacher may appear with or without counsel, and is entitled to have witnesses in his behalf and compel them to appear by subpoena; all testimony shall be taken under oath. The hearing may be private at the request of the teacher or in the discretion of the board. The decision shall be made within 10 days of the hearing and the teacher notified immediately. The costs of the proceeding shall be paid by the losing party.

Petition for judicial review may be filed within 30 days from receipt by the teacher of the notice of the board's decision.

TEXAS

Reference: *Vernon's Civil Statutes of the State of Texas Annotated. Texas Education Code.* Secs. 21:201 to 21.216.

Participation in the state tenure program is optional as to school districts.

Coverage—Teachers. The term *teacher* means a person engaged in classroom instruction of academic subjects who holds a Texas permanent teaching certificate and for whom certification is required by the employing school board. A person who has served as a superintendent, principal, supervisor, or in any administrative position requiring certification, at the completion of his service in such capacity, may be granted a continuing contract to serve as a teacher, with his period of service in the administrative capacity construed as contract service as a teacher.

Probationary service—Three consecutive years of employment and re-employment in the district for the succeeding year. The probationary period may be extended to a fourth year. The contract of the probationary teacher shall be for a fixed term, but not to exceed three years; no contract shall be made which extends the probationary period beyond the end of the teacher's third consecutive year of employment, unless the board determines and recites that it is in doubt whether the teacher should be given a continuing contract, in which case the contract may end with the fourth consecutive year of employment in the school district.

Employment of a probationary teacher may be terminated at the end of the contract period if the board feels that the best interest of the school district will be served. Notice of intention to terminate the employment must be given to the teacher by April 1 before the end of the contract period. Failure to give the teacher such notice means election to re-employment for the next school year if the teacher has served less than three consecutive years, or employment in continuing contract status if the teacher has served three consecutive years.

Termination or dismissal—A probationary teacher notified of termination of employment at the end of the contract term may request a hearing. At such hearing he must be informed of the reasons for the termination. The decision of the board after the hearing is final and nonappealable.

A probationary teacher may be dismissed during the school year or at the end of the school year before the end of his contract term, for any of the same causes and under the same procedures that apply to dismissal of continuing contract teachers.

Tenure Provisions

Provisions of the law refer to continuing contracts. Any teacher, employed in his final probationary year (third or fourth consecutive year, as the case may be) and who is elected to employment for the succeeding school year shall be notified in writing of his election to continuing contract status. The teacher must file written acceptance of the continuing contract within 30 days of notification; failure to do so constitutes refusal. A teacher on continuing contract has the right to continue in his position without the necessity of annual nomination or reappointment until he resigns or retires, is released because of necessary personnel reduction, is discharged for lawful cause, is dismissed at the end of the school year, or is returned to probationary status.

Causes for dismissal during the school year—Any teacher (probationary or continuing contract) may be dismissed during the school year for immorality, conviction of a felony or other crime involving moral turpitude, drunkenness, repeated failure to comply with official directives and established school-board policy, physical or mental incapacity, or repeated and continuing neglect of duties.

Causes for dismissal or return to probationary status—The school board may dismiss a continuing contract teacher or return him to probationary status for no more than three school years for any reason enumerated for dismissal during the school year, or for any of these additional reasons: inefficiency or incompetency, failure to comply with reasonable requirements the school board may prescribe for achieving professional improvement and growth, willful failure to pay debts, habitual use of drugs or hallucinogens, excessive use of alcoholic beverages; necessary reduction of personnel, or for failure to meet the accepted standards of conduct for the profession as applied in similarly situated school districts in the state.

Notice and hearing—Before a teacher on continuing contract is dismissed or returned to probationary status, or before a probationary teacher is dismissed either during the school year or at its close but before the end of his fixed contract term, the teacher must be notified in writing of the proposed action and the grounds therefor. If the grounds relate to the teacher's inability or failure to perform his assigned duties, the action must be based upon the written recommendations of the superintendent. Where the charges are of this nature, the board at its discretion may establish a committee of teachers and administrators, and the teacher may request a hearing before this committee prior to the board hearing.

Upon written request the teacher is entitled to a copy of any evaluation records or other memoranda touching or concerning his fitness or conduct as a teacher.

The teacher must request a hearing before the school board within 10 days of receipt of notification of dismissal or return to probationary status, and the board has 10 days after the filed request to fix the time and place of the hearing. The hearing shall be public unless a private one is requested in writing by the teacher. The teacher has the right to counsel, to hear and present evidence, and to cross-examine the witnesses. Dismissal or return to probationary status requires the majority vote of the full board.

Appeal—Within 15 days of receiving written notice of the board's action to discharge or return the teacher to probationary status, the teacher has the right to appeal to the State Commissioner of Education by filing a notice of appeal with the district school board and mailing a copy to the commissioner. Where the decision involves a dismissal during the school year, the teacher, alternatively, may challenge the legality of the board's action by bringing suit in the District Court within 30 days after receiving notice of the board's decision.

Either party to an appeal to the State Commissioner of Education may appeal his decision to the State Board of Education, whose decision shall be final on all questions of fact. The decision of the state board may be appealed to the District Court if it is not supported in the record by substantial evidence, is arbitrary or capricious, or is in error on the application of the law to the facts of the case. The trial procedure in the District Court and on further court appeal follows the procedure of other civil cases.

Suspension—The school board, or the superintendent, if suspension power has been expressly delegated to him, may suspend the teacher without pay pending final disposition, but in the latter event, the hearing must be held within 15 days after request for a hearing, unless the teacher consents otherwise in writing. Reinstatement is with back pay.

Other provisions—Dismissal resulting from necessary reduction of personnel must be in reverse order of seniority in the specific teaching field.

All employment contracts (probationary and continuing) must be in writing in a form approved by the State Commissioner of Education and must embody the terms and conditions of employment as set forth in the continuing contract law.

Any teacher holding a continuing or probationary contract may leave his employment at the end of any school year without penalty by filing a written resignation by August 1. A teacher may resign with the consent of the employing school board at any other time mutually agreeable. A teacher who fails to resign within the time and manner as provided above and who fails to perform his contract is ineligible for employment in any other Texas school district during the ensuing school year covered by his contract and suffers suspension of his teaching certificate for that school year.

UTAH

Utah has no tenure law. The statutory provision permitting long-term contracts follows.

Reference: *Utah Code Annotated.* Title 53, sec. 53-4-14.

Local school boards may enter into written contracts for the employment of personnel for a term not to exceed five years, but there shall be nothing in the contract term to restrict the power of the local board to terminate the contract for cause.

VERMONT

Vermont has no tenure law.

Reference: *Vermont Statutes Annotated.* Title 16, secs. 1751, 1752.

Statutory provisions require written contracts. Limitations on the duration of the contract term are not stated in the law.

Suspension and Dismissal Provisions During the Contract Term

A public-school teacher under contract who fails, without just cause to complete his contract term shall be disqualified to teach in any public school for the remainder of the school year.

Causes for suspension or dismissal during contract term—A superintendent may suspend a teacher for incompetence, conduct unbecoming a teacher, failure to attend to duties, or failure to carry out reasonable orders and directions of the superintendent and the school board.

Notice, hearing, and appeal—Written notice of the suspension with grounds for the action must be delivered to the teacher, and to the chairman and to the clerk of the board of school directors. Upon receipt of this notice, performance under the contract is suspended, but the teacher must be paid pro rata until the time he is dismissed by the school board.

The suspended teacher has the right to appeal to the school directors of the district for a review of the the suspension. To initiate the appeal, he must file a written notice with the clerk of the board within seven days of the effective date of his suspension. The clerk must forthwith forward the notice of appeal to the superintendent and send the teacher an acknowledgement of the receipt of his appeal. The school board must hear the appeal within 10 days after receiving the notice of appeal, and the clerk must send a written notice of the time and place of the hearing to the teacher and the superintendent at least three days before it is scheduled.

All parties are entitled to counsel at every stage of the proceedings, and all hearings are to be closed unless the teacher requests or agrees in writing to a public hearing. A teacher making an appeal may waive his right to a hearing.

Upon hearing, or if the teacher does not appeal, the school board shall affirm or reverse the suspension, or take such other action, including dismissal, as may be justified. If the suspension or dismissal is reversed, the teacher suffers no loss of pay, retirement benefits, or any other benefits to which he would otherwise have been entitled.

The school board's written decision must be filed with the clerk of the board not later than five days after the hearing or the time of appeal has expired; within three days thereafter, the clerk must send written notice of the board's decision to the teacher and to the superintendent.

A teacher who has not followed the prescribed procedures cannot bring a lawsuit against the school district for breach of contract because of suspension or dismissal.

VIRGINIA

Reference: *Code of Virginia 1950, Annotated.* (1964 Replacement Volume) Sec. 22-217.3.

Coverage—State-wide; covers all regularly certified professional public-school personnel.

Probationary service—Three years and re-election for the fourth year. In the discretion of the local school board service prior to July 1, 1969, in the same county or city may be determined as satisfying the probationary term in whole or in part. Once the teacher achieves tenure in one school district, another probationary period does not have to be served unless made a part of the contract.

Promotion to the position of principal or supervisor requires a three-year probationary period in that position. A principal or supervisor on continuing contract status may be reassigned to the position of classroom teacher if notified by April 15 of the school year.

Notice of nonrenewal of the contract must be sent to the teacher on or before April 15. If a notice of re-employment is received by the teacher, it must be accepted or rejected in writing within 15 days.

Tenure Provisions

After the probationary period and re-election, teachers serve during good behavior and competent service.

Causes for dismissal or probation—Incompetency, immorality, noncompliance with school laws and regulations, disability as shown by competent medical evidence, or other good and just cause. The board may also reduce the number of teachers both tenure and nontenure because of a decrease in enrollment or abolition of particular subjects.

Notice and hearing—The teacher who is to be dismissed or placed on probation must be given written notice of the proposed action and reasons for it and a statement that the teacher may request a hearing within 15 days after receipt of the notice. A personal interview with the teacher stating the reasons for the proposed action may be employed in lieu of the written notice.

The hearing, which is private unless the teacher requests that it be public, must be set within 30 days of the teacher's request, and the teacher must be given 15 days' written notice of the time and place. The teacher may appear with counsel and present testimony of witnesses and other evidence.

Within five days of the conclusion of the hearing, the school board must give the teacher its written decision and a transcript of the proceedings, without cost. A majority vote of the board is necessary for dismissal.

Other provisions—All teachers in the state must be employed by written contract. A teacher may resign after April 15, of any school year with the approval of the board. Request for release from the contract must be in writing setting forth the cause of resignation and be submitted at least two weeks in advance of the intended date of resignation. In the event that the board declines to grant the request for release on the ground of insufficient or unjustifiable cause, and the teacher breaches the contract, the certificate of the teacher may be revoked.

WASHINGTON

Reference: *Revised Code of Washington.* Title 28A, secs. 28A.58.450 to 28A.58.500, and 28A.67.070.

Coverage—State-wide; covers teachers, principals, supervisors, superintendents, and other certificated personnel.

Probationary service—None.

Tenure Provisions

All teachers must have the appropriate certificate and must be employed by written contract. If dismissal is contemplated during the school year, the board must notify the employee in writing and specify the probable cause or causes. For non-renewal of contract the teacher must be notified on or before April 15.

Notice and hearing—An employee who is notified that he is to be discharged at the end of the school year or to be dismissed or otherwise adversely affected in his contract status during the school year may, within 10 days after receiving the notice, request a hearing before the board or before the superior court (see below). The board hearing must be held within 10 days after the receipt of the request and the employee must be notified of the date, time, and place three days beforehand. The hearing may be open or closed at the option of the employee, but if the employee fails to elect, the board may decide. The employee is entitled to counsel and witnesses. Within five days following the conclusion of the hearing, the board shall notify the employee of its decision in writing. Any decision to discharge the employee, not to renew his contract, or take other adverse action must be based solely upon the cause or causes specified in the notice to the employee and established by a preponderance of the evidence at the hearing. Failure to give timely notice, or an opportunity for a hearing, or to establish the cause for discharge or non-re-employment entitles the employee to remain in his position for the duration of the contract; or if non-re-employment is involved, to be automatically re-employed for the ensuing year.

Appeal—The employee has 30 days from the board's decision to file an appeal in the superior court for an expeditious hearing *de novo*. A copy of the appeal must be served upon the chairman of the school board and must set forth in a clear and concise manner the errors complained of. The clerk of the court must notify the school board of the appeal and within 20 days the school board must, at its own expense, file a complete transcript of the evidence, papers, and exhibits relating to the decision, all properly certified to be correct. The court has discretion to award the employee a reasonable attorney's fee for the preparation and trial of the appeal together with his taxable court costs. Additionally, if the court enters judgment for the employee, it may award damages incurred by the employee by reason of the action of the school board. Either party may appeal further to the supreme court of the state.

In lieu of requesting the hearing before the board, the employee may elect to appeal the action of the board directly to the superior court by serving a notice of appeal on the clerk of the board and filing a notice of appeal with the clerk of the court within 10 days after receiving notification of action from the board. The notice of appeal shall set forth in a clear and concise manner the action appealed from. The superior court shall then determine whether or not there was sufficient cause for the action of the board and shall base its determination solely upon the cause or causes stated in the notice to the employee. The appeal is conducted in the same manner as appeals provided for above.

Other provisions—Transfer of a certified employee within the state carries with it the same seniority and other benefits or their equivalent.

Teachers' contracts remain unaffected by the transfer of a community college or vocational-technical institute to the control of a college district board.

No contract between a school board and a teacher is valid if the teacher is under contract to teach in another school district.

Every board is required to adopt evaluative criteria and procedures for certificated employees. Such procedures shall require not less than annual evaluation of all employees. New employees are to be evaluated within 90 days of their employment. Any employee whose work is judged unsatisfactory must be notified in writing of the stated areas of deficiency along with recommendations for improvement by

February 1 of each year. A probationary period shall be established from February 1 to April 15 of each year for the employee to show improvement.

WEST VIRGINIA

Reference: *West Virginia Code of 1966, Annotated.* Secs. 18A-2-1, 18A-2-2, 18A-2-7, 18A-2-8.

Coverage—State-wide; covers teachers, supervisors, principals, superintendents, public-school librarians, and all other persons regularly employed for instructional purposes in public schools.

Probationary service—Three years and re-employment for a fourth year. Teachers without a bachelor's degree who have served at least three years in a school system shall, upon obtaining a degree, be granted tenure if re-employed.

Tenure Provisions

Called continuing contract. After the fourth year of employment, the contract remains in full force and effect unless terminated by written notice to the teacher, stating causes, by a majority vote of the full board before April 1.

Causes for dismissal or suspension—Immorality, incompetency, cruelty, insubordination, intemperance, or willful neglect of duty.

School boards may dismiss teachers for lack of need for service pursuant to provisions of law relating to allocation of teachers and pupil-teacher ratios. The dismissed teachers must be placed on a preferred list in order of their length of service, and no teacher may be employed by the board until each qualified teacher on the preferred list, in order, shall have been offered re-employment. Re-employment must be on the pre-existing contract and has the same effect as though the contract had been suspended during the time the teacher was not employed.

Notice, hearing, and appeal—Charges must be in writing and served upon the teacher within five days of the presentation of the charges to the board. The teacher has a right to a hearing upon not less than 10 days' written notice. Where the decision of the board is not unanimous, the teacher has the right to appeal to the state superintendent of schools.

Suspension—The authority of the superintendent to suspend school personnel is temporary pending a hearing on the charges filed by the superintendent with the board and in no case may the suspension exceed 30 days unless extended by order of the board.

Other provisions—Any teachers who are transferred must be notified in writing within 10 days following the board meeting at which the superintendent recommended their transfer.

Teachers who fail to fulfill their contracts, unless prevented by illness or other just cause, or unless released therefrom by the board, or who violate any lawful provision thereof, are disqualified to teach in any other public school in the state for the next ensuing school year. Marriage is not regarded as failure to fulfill or a violation of the contract.

WISCONSIN

Tenure provisions in Wisconsin are limited to the county and city of Milwaukee, and the state university system. Nontenure areas are governed by a state-wide continuing contract law of the spring notification type which requires by April 1 written notice of renewal or nonrenewal of contract for the next school year. The board must notify the teacher in writing at least 15 days before giving written notice of its refusal to renew the contract that this action is being considered. The teacher has the right to a private conference with the board if he files a request for it within five days after receiving notice of the board's refusal to renew the contract. Dismissal of a teacher requires a majority vote of the full board. If no notice is given, the contract is continued for the ensuing school year. Teachers must indicate acceptance or rejection of the contract in writing by April 15, regardless of whether renewal notice is given. No contract may be entered into while the teacher is under contract with another school board (sec. 118.22).

A description of the tenure law follows.

Reference: *Wisconsin Statutes Annotated.* Secs. 37.31, 118.23, 119.42.

Coverage—There are different provisions for counties of 500,000 population or over (Milwaukee County only), excluding cities therein of the first class, for cities of the first class (City of Milwaukee only), and for the state university system.

Milwaukee County

Schools, vocational and adult education schools, and state colleges in first-class cities are excepted from the provision. *Teacher* is defined as any person holding a certificate except a superintendent, assistant superintendent, and teachers having civil service status, and teachers employed as substitutes for teachers in the armed forces. The substitutes must be notified at the time of their employment that the position is temporary.

Milwaukee City

One provision covers teachers; a separate provision covers personnel in vocational and adult education schools applicable to full-time day teachers, principals, supervisors, counselors, coordinators, technical advisors and experts, and other employees with teaching status, but not the director.

State university system

Teachers; defined as all persons engaged full time in teaching as their principal occupation, excluding faculty assistants and any state university president or acting president.

Probationary Service

Milwaukee County

Three years of continuous employment and re-employment for a fourth year in the same school district. Principals must serve three years in the position of principal and be re-employed for a fourth year to have tenure as a principal. Tenure as a teacher, however, is not affected by promotion to principal. A teacher who acquires tenure in one district must serve another two-year probationary period, and be re-elected to a third year for tenure status in the new district.

Milwaukee City

Teachers including vocational and adult education teachers become permanent after serving a three-year probationary period.

State university system

Appointment and acceptance for the sixth year is required for teachers in the state university system. The dates for written notice for renewal or nonrenewal and the procedure to be followed with respect to giving a probationary teacher an opportunity to be heard should termination of his employment be considered during the contract period, are to be formulated by the board of regents.

Tenure Provisions

Milwaukee County

Dismissal is for inefficiency, immorality, willful and persistent violation of reasonable regulations of the board, or for other good and just cause, based upon written charges. The teacher must be notified of the charges and at his request a hearing must be held not less than 10 nor more than 30 days after receipt of the notice. When requested by the teacher, the hearing is public. The teacher may be represented by counsel. A transcript of the hearing is to be made. The decision of the board is final.

Tenure ceases at age 65, subsequent employment being without tenure. If a decrease in the number of permanently employed teachers is necessary, teachers are to be suspended in order of seniority and reinstated in inverse order of suspension if qualified. No new permanent or substitute appointments may be made while suspended permanent teachers are available.

Milwaukee City

For teachers, other than vocational and adult education teachers, permanent status continues during efficiency and good behavior. Retirement is compulsory on June 30 following the teacher's 70th birthday. Dismissal is for cause on written charges. Ten days' notice must be given, and the teacher is entitled to a hearing. The decision of the board is final.

Vocational and adult education teachers may be dismissed for cause upon a statement of reasons with 10 days' notice, and a hearing held within 30 days of the request. Retirement is compulsory on June 30 following the teacher's 70th birthday.

State university system

Teachers serve during efficiency and good behavior after the probationary period. Dismissal is for cause upon written charges. Within 20 days after receiving the written charges the teacher may appeal to the president of the board of regents of the state university. The board must investigate the charges, hold a hearing, and provide the teacher its decision in writing. The action of the board is final, subject to judicial review. The board of regents has authority to prescribe rules governing the hearing and review.

The teacher loses tenure upon resigning from the state university system and must serve another probationary period upon re-employment. Tenure is not voided if the resignation is withdrawn and the withdrawal is accepted by the board before the beginning of the next school term. Retirement is compulsory following the teacher's 70th birthday.

WYOMING

Reference: *Wyoming Statutes 1957,* secs. 21.1-151 to 21.1-164.

Coverage—State-wide; covers all certificated professional persons employed under contract by a school district.

Probationary service—Called initial contracts. Three consecutive years in the same school district and re-employment for the fourth year. In any subsequent school district, the period is two consecutive years and re-employment for the third year. Any school may designate a teacher a continuing contract teacher at any time regardless of these provisions. Contracts must be offered by March 15 and accepted by April 15. Any probationary teacher who has taught at least 90 days in the system must be hired on an annual basis and must be notified of termination by March 15. Absences or leaves approved by the board are not considered as interruptions in service for purposes of determining continuing contract status.

A probationary teacher may be suspended or dismissed during the school year for any of the same causes and under the same procedures that apply to dismissal of continuing contract teachers during the year.

Tenure Provisions

Provisions of the law refer to continuing contracts. Employment continues from year-to-year without annual contract renewal unless written notice of a recommendation of termination by the superintendent with reasons is given to the teacher on or before March 15. The teacher is entitled to a hearing before the board within 30 days after receipt of the notice by requesting same in writing at least 10 days after receiving notice. A contract may also be terminated at the end of the school year because of decreased enrollment or other cause beyond the control of the board.

The board has the right to transfer a teacher within a school system to a position of equal or greater salary, or it may reduce the salary as a part of a general salary reduction applicable to at least 50 percent of the teachers in the district. The board may also retire teachers pursuant to an established policy.

Causes for dismissal or suspension—Incompetency, neglect of duty, immorality, insubordination, or other good or just cause.

Dismissal or suspension during the school year—Any teacher, whether on initial or continuing contract, may be suspended or dismissed during the school year. Proceedings are initiated by the superintendent delivering written notice and reasons to the teacher. In the absence of the teacher's written waiver, a hearing must be held before the board within 30 days but not less than 10 days after the initiation of suspension or dismissal proceedings. Written notice of the hearing must be given the teacher at least 10 days before the hearing date.

The teacher has a right to appear with counsel, to be heard, and to present witnesses and evidence, and to cross-examine witnesses. All testimony must be under oath or affirmation. A record of the hearing must be retained in the board minutes as a public record for five years.

Any action resulting in a teacher's suspension or dismissal shall be heard and voted upon by a majority of the school-board members. Salary of the suspended teacher continues until the school board has taken formal action.

Other provisions—Any teacher may resign, effective at the end of the school year by giving written notice to the school superintendent or other designated official by April 15.

The contracts of all teachers are subject to the policies, rules, and regulations of the school district not in conflict with this law or other laws of the state.

Research Reports

1968-R3 *Head Start Programs Operated by Public School Systems, 1966-67.* 42 p. $1.00. No. 435-13346.

1968-R6 *Nursery School Education, 1966-67.* 48 p. $1.00. No. 435-13352.

1968-R11 *Selected Statistics of Local School Systems, 1966-67.* 119 p. $2.25. No. 435-13362.

1968-R15 *State Minimum Salary Laws for Teachers, 1968-69.* 43 p. $1.00. No. 435-13372.

1969-R6 *Kindergarten Education in Public Schools, 1967-68.* 56 p. $1.25. No. 435-13394.

1969-R7 *24th Biennial Salary Survey of Public-School Professional Personnel, 1969.* 346 p. $5.00. No. 435-13396.

1969-R8 *Grievance Procedures for Teachers in Negotiation Agreements.* 37 p. $1.00. No. 435-22882.

1969-R9 *Paid Leave Provisions for Teachers in Negotiation Agreements.* 37 p. $1.00. No. 435-22884.

1969-R12 *High Spots in State School Legislation, January 1-August 31, 1969.* 122 p. $2.25. No. 435-22890.

1969-R15 *Estimates of School Statistics, 1969-70.* 38 p. $1.00. No. 435-22896.

1970-R3 *Economic Status of the Teaching Profession, 1969-70.* 68 p. $1.25. No. 435-25434.

1970-R4 *Salary Schedule Supplements for Extra Duties, 1969-70.* 66 p. $1.25. No. 435-25436.

1970-R5 *Salary Schedules for Principals, 1969-70.* 82 p. $1.50. No. 435-22928.

1970-R6 *Salaries in Higher Education, 1969-70.* 94 p. $1.50. No. 435-22930.

1970-R7 *Staff Salaries, State Departments of Education, 1969-70.* 61 p. $1.50. No. 435-22934.

1970-R8 *The Teacher's Day in Court: Review of 1969.* 57 p. $1.50. No. 435-22940.

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1970-R10 *High Spots in State School Legislation, January 1-August 31, 1970.* 87 p. $2.00. No. 435-25458.

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1970-R12 *Salary Schedules for Teachers, 1970-71.* 127 p. $3.00. No. 435-25456.

1970-R13 *Faculty Salary Schedules in Colleges and Universities, 1969-70.* 45 p. $1.25. No. 435-25458.

1970-R14 *Teachers Supply and Demand in Public Schools, 1970.* 76 p. $1.75. No. 435-25460.

1970-R15 *Estimates of School Statistics, 1970-71.* 38 p. $1.25. No. 435-25462.

1971-R1 *Rankings of the States, 1971.* $1.50. No. 435-25464.

1971-R2 *Maximum Salaries Scheduled for School Administrators, 1970-71.* 100 p. $2.50. No. 435-25466.

1971-R3 *Teacher Tenure and Contracts.* 93 p. $2.00. No. 435-25468.

Research Summaries

1966-S1 *Inservice Education of Teachers.* 19 p. $.60. No. 434-22802.

1966-S2 *Homework.* 12 p. $.30. No. 434-22804.

1967-S1 *School Dropouts.* 55 p. $.75. No. 434-22808.

1968-S1 *Class Size.* 49 p. $1.00. No. 434-22810.

1968-S2 *The Rescheduled School Year.* 38 p. $1.00. No. 434-22812.

1968-S3 *Ability Grouping.* 52 p. $1.00. No. 434-22814.

1970-S1 *Marking and Reporting Pupil Progress.* 55 p. $1.25. No. 434-22854.

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1969-8 *Index Salary Schedules for Teachers, 1968-69.* March 1969. 15 p. $.45. No. 431-22822.

1969-10 *Professional Growth Requirements Specified in 1968-69 Salary Schedules.* May 1969. 15 p. $.45. No. 431-22832.

1969-11 *Use of Teacher Aides, 1968-69.* May 1969. 15 p. $.45. No. 431-22830.

1969-13 *Salary Schedule Provisions for Non-Clerical Support Personnel, 1968-69.* July 1969. 21 p. $.60. No. 431-22856.

1969-22 *Leaves of Absence Provisions for Teachers, 1968-69.* October 1969. 23 p. $.65. No. 431-22874.

1969-25 *Salaries Paid Secretarial and Clerical Personnel in Public Schools, 1966-67 Through 1968-69.* October 1969. 11 p. $.35. No. 431-22880.

1969-27 *Teacher Strikes and Work Stoppages.* December 1969. 11 p. $.35. No. 431-22902.

1970-4 *Placement of Newly Appointed Experienced Teachers on Salary Schedules, 1969-70.* April 1970. 38 p. $.80. No. 431-22910.

1970-6 *Pupil-Staff Ratios, 1968-69.* March 1970. 14 p. $.40. No. 431-22908.

1970-7 *Merit Provisions in Teachers' Salary Schedules, 1969-70.* April 1970. 9 p. No. 431-22912.

1970-10 *Salaries Paid Superintendents, 1962-63 to 1969-70.* May 1970. 27 p. $.70. No. 431-22914.

1970-11 *Salary Schedule Provisions for Full-Time Guidance Counselors, 1969-70.* May 1970. 25 p. $.70. No. 431-22916.

1970-12 *Salary Schedule Provisions for Substitute Teachers, 1969-70.* May 1970. 12 p. $.35. No. 431-22918.

1970-13 *Adult Education Statistics, 1968-69.* June 1970. 17 p. $.50. No. 431-22920.

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1970-16 *Scheduled Salaries for Department Heads, 1969-70.* July 1970. 13 p. $.40. No. 431-22858.

1970-17 *Requirements for Horizontal Advancement on Teachers' Salary Schedules, 1969-70.* August 1970. 18 p. $.50. No. 431-22932.

1970-18 *Index to NEA Research Division Publications Currently Available.* August 1970. 26 p. $.70. No. 431-22936.

1970-19 *Teacher Strikes, Work Stoppages, and Interruptions of Service, 1969-70.* 13 p. $.40. No. 431-22938.

1970-21 *Some of the Highest Salaries Scheduled for Teachers, 1970-71.* November 1970. 11 p. $.35. No. 431-25490.

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1971-6 *Average Salary of Instructional Staff in Public Schools, by State: 1939-40 to 1970-71.* January 1971. 1 p. $.10. No. 431-25500.